



CITY COUNCIL

1520 K Avenue, Plano, Texas 75074
Senator Florence Shapiro Council Chambers

DATE: December 9, 2019

TIME: 7:00 PM

CALL TO ORDER

INVOCATION: Niranjan Hanumanna - Sathya Sai Center of Dallas

PLEDGE OF ALLEGIANCE / TEXAS PLEDGE: Cub Scout Pack 4380 - Bethany and Mathews Elementary Schools

OUR VISION - PLANO IS A GLOBAL ECONOMIC LEADER BONDED BY A SHARED SENSE OF COMMUNITY WHERE RESIDENTS EXPERIENCE UNPARALLELED QUALITY OF LIFE.

The City Council may convene into Executive Session to discuss posted items in the regular meeting as allowed by law.

PROCLAMATIONS AND SPECIAL RECOGNITIONS

Presentation: The Friends of the Plano Public Library organization is presenting a large donation to the Plano Public Library System. **Presented**

Presentation: The Sons of the American Revolution are presenting Public Service Awards and honoring several City of Plano First Responders. **Presented**

Presentation: The Plano Planning Department has received several awards from the Texas Chapter of the American Planning Association. **Presented**

COMMENTS OF PUBLIC INTEREST

This portion of the meeting is to allow up to three (3) minutes per speaker with thirty (30) total minutes on items of interest or concern and not on items that are on the current agenda. The Council may not discuss these items, but may respond with factual or policy information. The Council may choose to place the item on a future agenda.

CONSENT AGENDA

The Consent Agenda will be acted upon in one motion and contains items which are routine and typically noncontroversial. Items may be removed from this agenda for individual discussion by a Council Member, the City Manager or any citizen. The Presiding Officer will establish time limits based upon the number of speaker requests.

Approval of Minutes

- (a) November 11, 2019
November 25, 2019
Approved

Approval of Expenditures

Award/Rejection of Bid/Proposal: (Purchase of products/services through formal procurement process by this agency)

- (b) RFB 2020-0038-AC for a one (1) year contract with one (1) City optional renewal for Parts for Alpha UPS System for Traffic Signals to Paradigm Traffic Systems, Inc. in the estimated annual amount of \$68,250; and authorizing the City Manager to execute all necessary documents. **Approved**
- (c) RFB No. 2020-0105-B for three (3) Animal Control Body Pickup Trucks for Fleet Services to be utilized by Animal Services to Caldwell Country Chevrolet in the amount of \$152,775; and authorizing the City Manager to execute all necessary documents. **Approved**
- (d) RFB No. 2019-0515-B for the Los Rios Golf Course Facility Asbestos Abatement for the Facilities Department to HP Envirovision in the amount of \$296,269; and authorizing the City Manager to execute all necessary documents. **Approved**

Purchase from an Existing Contract

- (e) To approve the purchase of Wireless Backhaul Network Service and Support for a one (1) year contract with two (2) City optional one-year renewals for Technology Services in the estimated annual amount of \$186,591 from Scientel Wireless, LLC through an existing contract; and authorizing the City Manager to execute all necessary documents. (HGAC CW10-19) **Approved**
- (f) To approve the purchase of four (4) Caterpillar Model 420F2 HRC Backhoe Loaders for Fleet Services to be utilized by various departments in the amount of \$371,120 from Holt Texas, Ltd. through an existing contract; and authorizing the City Manager to execute all necessary documents. (Sourcewell Contract No. 032119-CAT) **Approved**
- (g) To approve the purchase of 777 Building Furniture in the amount of \$65,364 from McKinney Office Supply, Inc., Facilitatech, Inc. dba Business Interiors, Texas Furniture Source, Inc., and Wilson Office Interiors, LLC through existing contracts; and authorizing the City Manager to execute all necessary documents. (BuyBoard 584-19, OMNIA R142201, R142208, R142213, and Sourcewell 031715-KII) **Approved**

Approval of Contract Modification

- (h) To approve an increase to the current awarded contract amount of \$1,843,334 by \$93,357, for a total contract of \$1,936,691, for Stop Loss Insurance from SA Benefit Services, LLC for the Human Resources Department; and authorizing the City Manager to execute all necessary documents. (Contract No. 2017-0021-C; Modification No. 3) **Approved**
- (i) To approve an expenditure for the VESTA Map Upgrade to include four (4) years of maintenance and support in the amount of \$486,466 from AT&T, Inc. for Public Safety Communications; and authorizing the City Manager to execute all necessary documents. (Contract No. 2017-0380-C; Modification No. 2) **Approved**

Approval of Expenditure

- (j) To approve an expenditure for Migration Software and Services in the estimated amount of \$80,790 from Archive360, Inc. for Technology Services; and authorizing the City Manager to execute all necessary documents. **Approved**
- (k) To approve an expenditure for landscape architect professional services for Old Shepherd Place Park Renovations, Project No. 7172, in the amount of \$123,365 from Pacheco Koch Consulting Engineers, Inc. for the Parks and Recreation Department; and authorizing the City Manager to execute all necessary documents. **Approved**

Approval of Contract / Agreement

- (l) To approve the terms and conditions of an Interlocal Agreement with the North Texas Tollway Authority (NTTA) to access, construct, and maintain trail installations upon NTTA property; authorizing the execution by the City Manager; and providing an effective date. **Approved**
- (m) To approve the modification of the existing lease agreement between Plano Sports Authority, Inc. (PSA) and the City of Plano to allow PSA to expand the gymnasium and construct replacement parking, at PSA's expense, upon 4.1 acres of park land at Enfield Park, located at 601 Seabrook Drive in Plano, Texas; and authorizing the City Manager to execute all necessary documents. **Approved**

Adoption of Resolutions

- (n) **Resolution No. 2019-12-1(R):** To direct the preparation of a proposed assessment roll for the Downtown Plano Public Improvement District, authorizing the City Manager to publish required notice of a public hearing to consider the levying of the proposed assessments on owners of real property within the Downtown Plano Public Improvement District, and establishing an effective date. **Adopted**
- (o) **Resolution No. 2019-12-2(R):** To designate the City of Plano to transact business with TexasTERM Pool/TexasDAILY Pool/TexasTERM CP Pool, Texas CLASS Pool and Texas FIT Pool, public funds investment pools; and providing an effective date. **Adopted**
- (p) **Resolution No. 2019-12-3(R):** To approve the Investment Portfolio Summary for the quarter ended September 30, 2019 and providing an effective date. **Adopted**

- (q) **Resolution No. 2019-12-4(R):** To review and approve the City's official Public Funds Investment Policy, and providing an effective date. **Adopted**

ITEMS FOR INDIVIDUAL CONSIDERATION:

Public Hearing Items:

Applicants are limited to fifteen (15) minutes presentation time with a five (5) minute rebuttal, if needed. Remaining speakers are limited to thirty (30) total minutes of testimony time, with three (3) minutes assigned per speaker. The Presiding Officer may amend these times as deemed necessary.

Non-Public Hearing Items:

The Presiding Officer will permit public comment for items on the agenda not posted for a Public Hearing. The Presiding Officer will establish time limits based upon the number of speaker requests, length of the agenda, and to ensure meeting efficiency, and may include a cumulative time limit. Speakers will be called in the order cards are received until the cumulative time is exhausted.

- (1) **Resolution No. 2019-12-5(R):** To repeal Resolution No. 2017-1-1(R) and designate a certain area within the City of Plano as Neighborhood Empowerment Zone No. 1; establishing the boundaries of such zone; providing for waiving of certain development and building fees; and providing an effective date. **Adopted with amendment.**
- (2) **Public Hearing and Resolution No. 2019-12-6(R):** To authorize the expansion of the Downtown Plano Public Improvement District through petition as provided by the Texas Local Government Code; partially repealing Resolution No. 2017-11-3(R); authorizing the City Manager to publish required public notice of the District's authorization, and establishing an effective date. **Conducted and adopted.**
- (3) **Public Hearing and Comment:** Review of the Consolidated Annual Performance Evaluation Report describing the use of federal funds. This report details how the City used U.S. Department of Housing and Urban Development funds during the 2018-19 grant year. The public will be given an opportunity to speak on the report during the public hearing. **Public hearing conducted and report accepted.**
- (4) **First Reading of an Ordinance** to grant to Oncor Electric Delivery Company LLC, its successors and assigns, an electric power Franchise to use the present and future streets, alleys, highways, public utility easements, and public ways and other public property of Plano, Texas, providing for compensation therefor, providing for publication, providing for written acceptance of this Franchise, providing for the repeal of all existing Franchise Ordinances to Oncor Electric Delivery Company LLC, its predecessors and assigns, finding that the meeting at which this Ordinance is passed is open to the public, providing a severability clause, providing a savings clause, and providing for an effective date and a term of said Franchise. **First reading conducted.**

Municipal Center is wheelchair accessible. A sloped curb entry is available at the main entrance facing Municipal/L Avenue, with specially marked parking spaces nearby. Access and special parking are also available on the north side of the building. The Senator Florence Shapiro Council Chambers is accessible by elevator to the lower level. Requests for sign interpreters or special services must be received forty-eight (48) hours prior to the meeting time by calling the City Secretary at 972-941-7120.



CITY COUNCIL AGENDA MEMO

MEETING DATE: 12/9/2019
DEPARTMENT: Proclamations
DIRECTOR:
AGENDA ITEM: Presentation: The Friends of the Plano Public Library
RECOMMENDED ACTION: Proclamations and Special Recognition

ITEM SUMMARY

Presentation: The Friends of the Plano Public Library organization is presenting a large donation to the Plano Public Library System. **Presented**



CITY COUNCIL AGENDA MEMO

MEETING DATE: 12/9/2019
DEPARTMENT: Proclamations
DIRECTOR:
AGENDA ITEM: Presentation: The Sons of the American Revolution
RECOMMENDED ACTION: Proclamations and Special Recognition

ITEM SUMMARY

Presentation: The Sons of the American Revolution are presenting Public Service Awards and honoring several City of Plano First Responders. **Presented**



CITY COUNCIL AGENDA MEMO

MEETING DATE: 12/9/2019
DEPARTMENT: Proclamations
DIRECTOR:
AGENDA ITEM: Presentation: Plano Planning Department Awards
RECOMMENDED ACTION: Proclamations and Special Recognition

ITEM SUMMARY

Presentation: The Plano Planning Department has received several awards from the Texas Chapter of the American Planning Association. **Presented**

CITY COUNCIL AGENDA MEMO

MEETING DATE: 12/9/2019
DEPARTMENT: City Secretary
DIRECTOR: Lisa Henderson, City Secretary
AGENDA ITEM: Approval of November Minutes
RECOMMENDED ACTION: Approval of Minutes

ITEM SUMMARY

November 11, 2019

November 25, 2019

Approved

ATTACHMENTS:

Description	Upload Date	Type
Preliminary Meeting Minutes 11/11/19	11/27/2019	Minutes
Regular Session Minutes 11/11/19	11/27/2019	Minutes
Preliminary Meeting Minutes 11/25/19	11/30/2019	Minutes
Regular Session Minutes 11/25/19	12/3/2019	Minutes

**PLANO CITY COUNCIL
PRELIMINARY OPEN MEETING
November 11, 2019**

COUNCIL MEMBERS PRESENT

Harry LaRosiliere, Mayor
Rick Smith, Mayor Pro Tem
Anthony Ricciardelli, Deputy Mayor Pro Tem
Maria Tu
Rick Grady
Kayci Prince
Shelby Williams
Lily Bao – arrived at 5:02 p.m.

STAFF PRESENT

Mark Israelson, City Manager
Jack Carr, Deputy City Manager
Shellie Siemer, Deputy City Manager
Greg Rushin, Deputy City Manager
Paige Mims, City Attorney
Lisa C. Henderson, City Secretary

Mayor LaRosiliere called the meeting to order at 5:00 p.m., Monday, November 11, 2019, in the Senator Florence Shapiro Council Chambers of the Municipal Center, 1520 K Avenue. A quorum was present. Mayor LaRosiliere stated the Council would retire into Executive Session, in Training Room A, in compliance with Chapter 551, Government Code, Vernon's Texas Codes Annotated in order to consult with an attorney and receive Legal Advice, Section 551.071; and to receive information regarding Economic Development, Section 551.087; for which a certified agenda will be kept in the office of the City Secretary for a period of two years as required.

Mayor LaRosiliere reconvened the meeting back into the Preliminary Open Meeting at 5:50 p.m. in the Senator Florence Shapiro Council Chambers.

- **Consideration and action resulting from Executive Session discussion**
- **Communications and Community Outreach Departmental Report**
- **Homeless Efforts and Programs Update**
- **Discussion re: Ethics Investigators**
- **Consent and Regular Agendas**

City Manager Israelson requested Consent Item "J" be pulled for individual consideration.

- **Council items for discussion/action on future agendas**

Upon a request from Council Member Tu seconded by Deputy Mayor Pro Tem Ricciardelli, discussion regarding the Municipal Court Judge position will be brought back to a future meeting.

With no further discussion, the Preliminary Open Meeting was adjourned at 6:44 p.m.

Harry LaRosiliere, MAYOR

ATTEST:

Lisa C. Henderson, City Secretary

**PLANO CITY COUNCIL
REGULAR SESSION
November 11, 2019**

COUNCIL MEMBERS PRESENT

Harry LaRosiliere, Mayor
Rick Smith, Mayor Pro Tem
Anthony Ricciardelli, Deputy Mayor Pro Tem
Maria Tu
Rick Grady
Kayci Prince
Shelby Williams
Lily Bao

STAFF PRESENT

Mark Israelson, City Manager
Jack Carr, Deputy City Manager
Shelli Siemer, Deputy City Manager
Greg Rushin, Deputy City Manager
Paige Mims, City Attorney
Lisa C. Henderson, City Secretary

Mayor LaRosiliere convened the Council into the Regular Session on Monday, November 11, 2019 at 7:00 p.m. in the Senator Florence Shapiro Council Chambers of the Plano Municipal Center, 1520 K Avenue. A quorum was present.

Invocation and Pledge

Father Garrin Dickinson, Rector of Holy Nativity Episcopal Church, led the invocation and American Legion Harding – Blaine Post 321 Color Guard and Junior Girl Scout Troop 4586 with Hughston Elementary led the Pledge of Allegiance and Texas Pledge.

Proclamations and Special Recognitions

Proclamation: November 11 is Veterans Day, a day to honor all who served.

Proclamation: Homeless Awareness Week is in November, the week before Thanksgiving.

Oaths of Office

Mayor LaRosiliere administered the oath of office to Parks and Recreation Planning Board Member Rebecca Mattern.

Comments of Public Interest

Bill Ostergren spoke to the Neighborhood Summit.

Consent Agenda

MOTION: Upon a motion made by Council Member Grady and seconded by Deputy Mayor Pro Tem Ricciardelli, the Council voted 8-0, to approve all items on the Consent Agenda, with the exception of Item H, J, and K, as follows:

Approval of Minutes

October 28, 2019

(Consent Agenda Item “A”)

Approval of Expenditures

Award/Rejection of Bid/Proposal: (Purchase of products/services through formal procurement process by this agency)

RFB No. 2019-0734-B for Coit Road Screening Walls - Bonita Drive to Malton Drive, Project No. 6887, for the Engineering Department to Ratliff Hardscape, Ltd. in the amount of \$1,250,375; and authorizing the City Manager to execute all necessary documents. (Consent Agenda Item “B”)

RFB No. 2019-0717-B for Dobie Drive - Park Boulevard to K Avenue, Project No. 6893, for the Engineering Department to DDM Construction Corporation in the amount of \$1,681,302; and authorizing the City Manager to execute all necessary documents. (Consent Agenda Item “C”)

Approval of Contract Modification

To approve an increase to the current awarded contract amount of \$167,432 by \$57,606, for a total contract amount of \$225,038, for Spring Creek Channel at Collin Creek Mall - Feasibility Study, Project No. 6804, from Freese and Nichols, Inc. for the Engineering Department; and authorizing the City Manager to execute all necessary documents. (Contract No. 2019-0312-X; Modification No. 4) (Consent Agenda Item “D”)

Approval of Change Order

To approve an increase to the current awarded contract amount of \$3,498,419 by \$689,045, for a total contract amount of \$4,187,464, for the Residential Concrete Pavement Repair Zone I3 North, Project 6812, from EJ Smith Construction Company, LLC for the Public Works Department; and authorizing the City Manager to execute all necessary documents. (Contract No. 2018-0259-B; Change Order No. 3) (Consent Agenda Item “E”)

To ratify an increase to the current awarded contract amount of \$702,000 by \$94,000, for a total contract amount of \$796,000, for Chisholm Trail Erosion Control – San Simeon, Project No. 6886, from Stoic Civil Construction, Inc. for the Parks and Recreation Department; and authorizing the City Manager to execute all necessary documents. (Contract No. 2018-0418-B; Change Order No. 1) (Consent Agenda Item “F”)

To approve an increase to the current awarded contract amount of \$1,090,400 by \$76,280, for a total contract amount of \$1,166,680, for Intersection Improvements, Project No. 6248, from Cidrax Texas, LLC for the Engineering Department; and authorizing the City Manager to execute all necessary documents. (Contract No. 2019- 0227-B; Change Order No. 1) (Consent Agenda Item “G”)

Approval of Contract / Agreement

To approve the terms and conditions of the Drainage and Floodway Easement with the Merriman Estates of Plano Homeowners Association for property transactions to revise the land size for the Park Land dedication; authorizing the execution by the City Manager; and providing an effective date. (Consent Agenda Item “I”)

Adoption of Ordinances

Ordinance No. 2019-11-1: To amend Section 12-101, Prohibited on certain streets at all times, of Article V, Stopping, Standing and Parking, Chapter 12, Motor Vehicles and Traffic, of the Code of Ordinances of the City of Plano, Texas to revise the effective times of a certain portion of the existing parking restriction on Capital Avenue, within the city limits of the City of Plano; and providing a penalty clause, a repealer clause, a severability clause, a savings clause, a publication clause, and an effective date. (Consent Agenda Item “L”)

END OF CONSENT

To approve an expenditure for Ad Hoc Committee Support and Comprehensive Planning Services for a one (1) year contract in the estimated amount of \$900,000 from Freese & Nichols, Inc. and \$100,000 in support services for the Planning department; and authorizing the City Manager to execute all necessary documents. (Consent Agenda Item “H”)

Bill Ostergren spoke to the item.

MOTION: Upon a motion made by Deputy Mayor Pro Tem Ricciardelli and seconded by Council Member Grady, the Council voted 8-0 to approve an expenditure for Ad Hoc Committee Support and Comprehensive Planning Services for a one (1) year contract in the estimated amount of \$900,000 from Freese & Nichols, Inc. and \$100,000 in support services for the Planning department; and authorizing the City Manager to execute all necessary documents.

Resolution No. 2019-11-2(R): To provide for the creation of an ad hoc, advisory Comprehensive Plan Review Committee to guide the city in the planning process for the reconciliation of the community regarding the Comprehensive Plan; establish voting standards for the Committee and Planning & Zoning Commission related to this Comprehensive Plan Review process; and providing an effective date. (Consent Agenda Item “J”)

Colleen Epstein spoke to the item. After Council discussion, the resolution is to be amended as follows:

First Whereas -

WHEREAS, the City Council wishes to appoint an ad hoc, advisory committee called the Comprehensive Plan Review Committee (the “Committee”) to guide the city in the planning process for the reconciliation of the community regarding the Comprehensive Plan (the “Plan”) during the current Plan review process; and

Fourth Whereas –

WHEREAS, the Committee liaison will be a qualified consultant in city planning, who will work to facilitate the Comprehensive Plan Review Committee process in collaboration with city staff. The consultant and staff will report regularly to the City Council and interact with the Planning & Zoning Commission (the “P&Z”) on related issues; and

Fifth Whereas –

WHEREAS, the Committee will act as a community sounding board for the Plan and provide input and feedback on policy recommendations from the Planning & Zoning Commission. The Committee will also act as advisors and ambassadors of the planning process; and

Sixth Whereas –

WHEREAS, it is the intent that all policies are reached by broad acceptance, such that a supportive three-quarters vote of the members present for the Committee and a supportive simple majority vote of the members present for the Planning & Zoning Commission is required on each policy before it moves forward as a recommendation to City Council; and

Section II –

Section II. Any member of the Committee may be removed with or without cause by the appointing council member. Committee meeting attendance will be reported to the City Council. After the first meeting date of the Committee, if a Committee member is no longer willing to serve, or is removed, that Committee member shall not be replaced

Section III –

Section III. The Committee members shall act as a community sounding board for the Plan and provide input and feedback on policy recommendations from the Planning & Zoning Commission. The Committee will also act as advisors to and ambassadors of the planning process.

Section IV –

Section IV. All policies of the Plan must be supported by a vote of three-quarters of the members present of the Committee and a simple majority of the members present for the Planning & Zoning Commission before the policy moves forward as a recommendation to the City Council.

Resolution No. 2019-11-2(R) (Cont'd.)

MOTION: Upon a motion made by Deputy Mayor Pro Tem Ricciardelli and seconded by Mayor Pro Tem Smith the Council voted 8-0 to provide for the creation of an ad hoc, advisory Comprehensive Plan Review Committee to guide the city in the planning process for the reconciliation of the community regarding the Comprehensive Plan; establish voting standards for the Committee and Planning & Zoning Commission related to this Comprehensive Plan Review process, as amended; and further to adopt Resolution No. 2019-11-2(R).

Ordinance No. 2019-11-3: To transfer the sum of \$1,000,000 from the General Fund Unappropriated fund balance to the General Fund Operating Appropriation for fiscal year 2019-20 for the purpose of providing funding for the professional services contract to support the City Council's Ad Hoc Committee & Comprehensive Planning Services, amending the Budget of the City adopted by Ordinance No. 2019-9-7, to reflect the actions taken herein; declaring this action to be in the public interest; and providing an effective date. (Consent Agenda Item "K")

MOTION: Upon a motion made by Council Member Grady and seconded by Deputy Mayor Pro Tem Ricciardelli, the Council voted 8-0 to transfer the sum of \$1,000,000 from the General Fund Unappropriated fund balance to the General Fund Operating Appropriation for fiscal year 2019-20 for the purpose of providing funding for the professional services contract to support the City Council's Ad Hoc Committee & Comprehensive Planning Services, amending the Budget of the City adopted by Ordinance No. 2019-9-7, to reflect the actions taken herein; declaring this action to be in the public interest; and further to adopt Ordinance No. 2019-11-3.

Consideration of appointments to the Comprehensive Plan Review Committee. (Regular Agenda Item “1”)

The Council expressed concurrence to appoint the following members to the Comprehensive Plan Review Committee:

Jeff Beckley (LaRosiliere)
Michael Lin (LaRosiliere)
Michael Bronsky (Smith)
Jim Dillavou (Smith)
Jaci Crawford (Ricciardelli)
Douglas Shockey (Ricciardelli)
Mary Jacobs (Tu)
Jijie Liu (Tu)
Richard “Larry” Howe (Grady)
Hilton Kong (Grady)
Margaret Erin Dougherty (Prince)
Carolyn Doyle (Prince)
Salvator LaMastra (Williams)
Sara Wilson (Williams)
Xinyi Gong (Bao)
Yoram Solomon (Bao)

Council Members Prince and Bao were designated Council Liaisons for the committee.

Resolution No. 2019-11-4(R): To cast its ballot for the election of members to the Collin Central Appraisal District Board of Directors under the provision of the Property Tax Code; authorizing the Mayor to execute the ballot for and on behalf of the City of Plano; and providing an effective date. (Regular Agenda Item “2”)

MOTION: Upon a motion made by Mayor La Rosiliere and seconded by Mayor Pro Tem Smith, the Council voted 8-0 to cast its 307 votes for Wayne Coltrane on the ballot for the election of members to the Collin Central Appraisal District Board of Directors under the provision of the Property Tax Code; authorizing the Mayor to execute the ballot for and on behalf of the City of Plano; and further to adopt Resolution No. 2019-11-4(R).

With no further discussion, the Regular City Council Meeting adjourned at 8:24 p.m.

Harry LaRosiliere, MAYOR

ATTEST:

Lisa C. Henderson, City Secretary

**PLANO CITY COUNCIL
PRELIMINARY OPEN MEETING
November 25, 2019**

COUNCIL MEMBERS PRESENT

Harry LaRosiliere, Mayor
Rick Smith, Mayor Pro Tem
Anthony Ricciardelli, Deputy Mayor Pro Tem– arrived at 5:03 p.m.
Maria Tu
Rick Grady
Kayci Prince
Shelby Williams
Lily Bao – arrived at 5:05 p.m.

STAFF PRESENT

Mark Israelson, City Manager
Jack Carr, Deputy City Manager
Shelli Siemer, Deputy City Manager
Greg Rushin, Deputy City Manager
Paige Mims, City Attorney
Lisa C. Henderson, City Secretary

Mayor LaRosiliere called the meeting to order at 5:00 p.m., Monday, November 25, 2019, in the Senator Florence Shapiro Council Chambers of the Municipal Center, 1520 K Avenue. A quorum was present. Mayor LaRosiliere stated the Council would retire into Executive Session, in Training Room A, in compliance with Chapter 551, Government Code, Vernon's Texas Codes Annotated in order to consult with an attorney and receive Legal Advice; for which a certified agenda will be kept in the office of the City Secretary for a period of two years as required.

Mayor LaRosiliere reconvened the meeting back into the Preliminary Open Meeting at 6:16 p.m. in the Senator Florence Shapiro Council Chambers. Council Member Bao returned to the dais at 6:17 p.m.

- **Consideration and action resulting from Executive Session discussion**
- **Personnel – Comprehensive Plan Review Committee Chair**
Upon a motion made by Council Member Prince and seconded by Deputy Mayor Pro Tem Ricciardelli, the Council voted 8-0 to appoint Doug Shockey as Chair.
- **Departmental Report – Building Inspections**
- **Discussion re: Council process for gathering information regarding operations of the Municipal Court**
- **Consent and Regular Agendas**
Council Member William requested Item “K” be pulled for individual consideration. Deputy Mayor Pro Tem Ricciardelli requested Item “A” be pulled for individual consideration.

- **Council items for discussion/action on future agendas**
Upon a request from Deputy Mayor Pro Tem Ricciardelli and seconded by Council Member Tu, discussion regarding the evaluation process and criteria for all Council appointees will be brought back to a future meeting.

With no further discussion, the Preliminary Open Meeting was adjourned at 7:03 p.m.

Harry LaRosiliere, MAYOR

ATTEST:

Lisa C. Henderson, City Secretary

**PLANO CITY COUNCIL
REGULAR SESSION
November 25, 2019**

COUNCIL MEMBERS PRESENT

Harry LaRosiliere, Mayor
Rick Smith, Mayor Pro Tem
Anthony Ricciardelli, Deputy Mayor Pro Tem
Maria Tu
Rick Grady
Kayci Prince
Shelby Williams
Lily Bao

STAFF PRESENT

Mark Israelson, City Manager
Jack Carr, Deputy City Manager
Shelli Siemer, Deputy City Manager
Greg Rushin, Deputy City Manager
Paige Mims, City Attorney
Lisa C. Henderson, City Secretary

Mayor LaRosiliere convened the Council into the Regular Session on Monday, November 25, 2019 at 7:03 p.m. in the Senator Florence Shapiro Council Chambers of the Plano Municipal Center, 1520 K Avenue. A quorum was present.

Invocation and Pledge

Council Member Prince led the invocation and Mayor LaRosiliere led the Pledge of Allegiance and Texas Pledge.

Proclamations and Special Recognitions

Presentation: The Plano Parks and Recreation Department is receiving Accreditation for the next five years.

Presentation: The Plano Neighborhood Services Department has received the 2019 Code Enforcement Department of the Year Award.

Oaths of Office

Mayor LaRosiliere administered the oath of office to members of the Comprehensive Plan Review Committee.

Comments of Public Interest

Kate Garrison spoke to crime and crime statistics.

Consent Agenda

MOTION: Upon a motion made by Council Member Prince and seconded by Deputy Mayor Pro Tem Ricciardelli, the Council voted 8-0, to approve all items on the Consent Agenda, with the exception of Items “A” and “K”, as follows:

Approval of Expenditures

Award/Rejection of Bid/Proposal: (Purchase of products/services through formal procurement process by this agency)

RFB No. 2020-0070-B for Athletic Field Lighting Renovation - Cheyenne Park, Project No. 6952, for the Parks and Recreation Department to Nema 3 Electrical Contractors, Inc. in the amount of \$1,195,155; and authorizing the City Manager to execute all necessary documents. (Consent Agenda Item “B”)

Purchase from an Existing Contract

To approve the purchase of Nutanix SQL cluster hardware and software licensing for Technology Services in the amount of \$620,316 from Freeit Data Solutions through an existing contract; and authorizing the City Manager to execute all necessary documents. (Texas Department of Information Resources Contract No. DIR-TSO-4288) (Consent Agenda Item “C”)

To approve the purchase of Half-ton Crew Cab Pickup Trucks for Fleet Services to be utilized by various departments in the amount of \$79,857 from Reliable Chevrolet through an existing contract; and authorizing the City Manager to execute all necessary documents. (Sheriffs' Association of Texas Contract No. 20-01-1017) (Consent Agenda Item “D”)

To approve the purchase of Half-ton Extended Cab Pickup Trucks for Fleet Services to be utilized by various departments in the amount of \$384,926 from Reliable Chevrolet through an existing contract; and authorizing the City Manager to execute all necessary documents. (Sheriffs' Association of Texas Contract No. 20-01-1017) (Consent Agenda Item “E”)

To approve the purchase of Police Substation Furniture in the amount of \$439,866 from McKinney Office Supply, Inc., Facilitech, Inc. dba Business Interiors, Southwest Solutions Group, and Wilson Office Interiors, LLC through existing contracts; and authorizing the City Manager to execute all necessary documents. (BuyBoard 584-19, OMNIA R142201, OMNIA R142208, R142211, and R142213, Sourcewell 031715-KII, and TIPS 180305) (Consent Agenda Item “F”)

Approval of Change Order

To approve an increase to the current awarded contract amount of \$5,059,268 by \$59,265, for a total contract amount of \$5,118,533, for SH 289 at Plano Parkway Intersection Improvements, Project No. 5283, from Rebcon, Inc. for the Engineering Department; and authorizing the City Manager to execute all necessary documents. (Contract No. 2017-0460-B; Change Order No. 1) (Consent Agenda Item “G”)

Approval of Expenditure

To approve an expenditure for Special Inspections and Construction Material Testing Services for the High Point Tennis Center Renovations, Project No. 6883, in the amount of \$65,000 from GME Consulting Services, Inc.; and authorizing the City Manager to execute all necessary documents. (RFQ 2019-0397-X) (Consent Agenda Item “H”)

To approve an expenditure in the amount of \$200,000 for a Professional Services Agreement by and between the City of Plano and Hardin & Associates Consulting, LLC; and authorizing the City Manager to execute all necessary documents. (Consent Agenda Item “I”)

Approval of Contract / Agreement

To approve an Economic Development Incentive Agreement between the City of Plano, Texas, and EWC Ventures, LLC, a Delaware limited liability corporation (“Company”), providing an economic development grant of up to One Hundred Thousand Dollars (\$100,000) to the Company; and authorizing the City Manager to execute all necessary documents. (Consent Agenda Item “J”)

Adoption of Resolutions

Resolution No. 2019-11-5(R): To call for a public hearing on the creation of the Collin Creek East Public Improvement District to be located within the corporate limits of the City of Plano; and providing an effective date. (Consent Agenda Item “L”)

Resolution No. 2019-11-6(R): To cast its ballot for the election of members to the Denton Central Appraisal District Board of Directors under the provision of the Property Tax Code; authorizing the Mayor to execute the ballot for and on behalf of the City of Plano; and providing an effective date. (Consent Agenda Item “M”)

Resolution No. 2019-11-7(R): To approve the hiring of Ileana Fernandez as Assistant City Attorney III by the City Attorney; and providing an effective date. (Consent Agenda Item “N”)

Resolution No. 2019-11-8(R): To nominate Alkami Technology, Inc. to the Office of the Governor, Economic Development and Tourism (“OOGEDT”) through the Economic Development Bank (“Bank”) for designation as a qualified business and an enterprise project (“Project”) under the Texas Enterprise Zone Program under the Texas Enterprise Zone Act, Chapter 2303, Texas Government Code (“Act”); and providing an effective date. (Consent Agenda Item “O”)

Resolution No. 2019-11-9(R): To nominate Bank of America Corporation to the Office of the Governor, Economic Development and Tourism (“OOGEDT”) through the Economic Development Bank (“Bank”) for designation as a qualified business and an enterprise project (“Project”) under the Texas Enterprise Zone Program under the Texas Enterprise Zone Act, Chapter 2303, Texas Government Code (“Act”); and providing an effective date. (Consent Agenda Item “P”)

Adoption of Ordinances

Ordinance No. 2019-11-10: To revise Section 6-180, Electric Fences, of Article VII, Fences, of Chapter 6, Buildings and Building Regulations, of the Code of Ordinances of the City of Plano, Texas; regarding electric fence construction and clarify maintenance requirements; and providing a repealer clause, a severability clause, a savings clause, a penalty clause, a publication clause and an effective date. (Consent Agenda Item “Q”)

Ordinance No. 2019-11-11: To amend Sections 12-103.2 and 12-112.5, repealing Sections 12-104, 12-104.1, and 12-104.5, and enacting a new Section 12-104, to convert 3-hour parking spaces located on the east side of K Avenue between 15th Street and Vontress Drive to 1-hour parking spaces, to designate 9 spaces in the newly constructed parking garage bounded by 15th Street, K Avenue, 14th Street, and J Place as 1-hour parking spaces, to convert the loading zone located on the west side of K Avenue between 14th Street and Vontress Drive to 3-hour parking spaces, to designate parallel parking spaces along the east side of K Avenue adjacent to the Municipal Center as 3-hour parking, to establish 3-hour parking along the north side of 14th Street between J Avenue and K Avenue, to remove the exception, which prohibits parking in designated spaces in the public parking lot bounded by 15th Street, K Avenue, 14th Street, and the DART rail line between 4:00 a.m. and 7:30 a.m., and providing a penalty clause, a repealer clause, a severability clause, a savings clause, a publication clause, and an effective date. (Consent Agenda Item “R”)

Ordinance No. 2019-11-12: To abandon all right, title and interest of the City in and to that certain 0.272 Acre Right-of-Way, recorded in Cabinet J, Page 734, of the Map Records of Collin County, Texas and being situated in the Collin County School Land Survey, Abstract No. 153, which is located within the city limits of Plano, Collin County, Texas; quitclaiming all right, title and interest of the City in such Right-of-Way to the abutting property owner, Oncor Electric Delivery Company, LLC, to the extent of its interest; authorizing the City Manager or his authorized designee to execute any documents deemed necessary; and providing an effective date. (Consent Agenda Item “S”)

END OF CONSENT

Approval of Minutes

November 11, 2019

(Consent Agenda Item “A”)

MOTION: Upon a motion made by Deputy Mayor Pro Tem Ricciardelli and seconded by Council Member Tu, the Council voted 8-0 to table approval of the November 11, 2019 Minutes to allow City Secretary Henderson to review the wording on the Preliminary Open Meeting Minutes for “Council items for discussion/future agendas”.

Resolution No. 2019-11-13(R): To approve the Policy Statement for Tax Abatement of the City of Plano thereby establishing criteria for evaluating incentive applications; establishing procedural guidelines and criteria governing tax abatement agreements; and providing an effective date. (Consent Agenda Item “K”)

MOTION: Upon a motion made by Council Member Williams and seconded by Council Member Grady, the Council voted 8-0 to approve the Policy Statement for Tax Abatement of the City of Plano thereby establishing criteria for evaluating incentive applications; establishing procedural guidelines and criteria governing tax abatement agreements; and further to adopt Resolution No. 2019-11-13(R).

Ordinance No. 2019-11-14: To amend Sections 16-264, Applicability of Park Fee and 16-266, Service areas, park improvements plan and park fees, of Article XII, Park and Recreation Fee, of Chapter 16, Planning and Development, of the Code of Ordinances of the City of Plano, Texas to update the Park and Recreation Fee Ordinance and repeal and replace the service area boundaries map for park facilities; and providing a penalty clause, a repealer clause, a severability clause, a savings clause, a publication clause, and an effective date. (Regular Agenda Item “1”)

MOTION: Upon a motion made by Council Member Grady and seconded by Council Member Bao, the Council voted 8-0 to amend Sections 16-264, Applicability of Park Fee and 16-266, Service areas, park improvements plan and park fees, of Article XII, Park and Recreation Fee, of Chapter 16, Planning and Development, of the Code of Ordinances of the City of Plano, Texas to update the Park and Recreation Fee Ordinance and repeal and replace the service area boundaries map for park facilities; and further to adopt Ordinance No. 2019-11-14.

Second Reading and adoption of Ordinance No. 2019-11-15 to amend Section 3 of Ordinance No. 2003-6-3, Section I of Ordinance No. 2008-4-42, and Section I of Ordinance No. 2015-10-17 to extend the non-exclusive franchise granted to Denton County Electric Cooperative, Inc., d/b/a CoServ Electric, a Texas electric cooperative corporation, to use the present and future streets, avenues, alleys, roads, highways, sidewalks, easements and other public rights-of-way in the City of Plano, Collin County, Texas, for the purposes of constructing and operating an electric distribution system in the City of Plano which expired on June 9, 2018; and providing a repealer clause, a severability clause, and an effective date. (First reading held October 14, 2019.) (Regular Agenda Item “2”)

MOTION: Upon a motion made by Council Member Prince and seconded by Deputy Mayor Pro Tem Ricciardelli, the Council voted 8-0 to amend Section 3 of Ordinance No. 2003-6-3, Section I of Ordinance No. 2008-4-42, and Section I of Ordinance No. 2015-10-17 to extend the non-exclusive franchise granted to Denton County Electric Cooperative, Inc., d/b/a CoServ Electric, a Texas electric cooperative corporation, to use the present and future streets, avenues, alleys, roads, highways, sidewalks, easements and other public rights-of-way in the City of Plano, Collin County, Texas, for the purposes of constructing and operating an electric distribution system in the City of Plano which expired on June 9, 2018; and further to adopt Ordinance No. 2019-11-15.

With no further discussion, the Regular City Council Meeting adjourned at 7:40 p.m.

Harry LaRosiliere, MAYOR

ATTEST:

Lisa C. Henderson, City Secretary

CITY COUNCIL AGENDA MEMO

MEETING DATE: 12/9/2019
DEPARTMENT: Public Works
DIRECTOR: Gerald Cosgrove, P.E., Director of Public Works
AGENDA ITEM: Award of RFB 2020-0038-AC for Parts for Alpha UPS System for Traffic Signals
RECOMMENDED ACTION: Award/Rejection of Bid/Proposal

ITEM SUMMARY

RFB 2020-0038-AC for a one (1) year contract with one (1) City optional renewal for Parts for Alpha UPS System for Traffic Signals to Paradigm Traffic Systems, Inc. in the estimated annual amount of \$68,250; and authorizing the City Manager to execute all necessary documents. **Approved**

BACKGROUND

The Public Works staff recommends the bid of Paradigm Traffic Systems, Inc. be awarded to purchase parts for the Alpha Uninterruptible Power Supply (UPS) system. The estimated annual expenditure is \$68,250.

If this bid is not awarded by City Council, it could result in dangerous public safety issues for drivers traveling through the City of Plano. Without functioning Alpha UPS systems, intersections will go dark during a power failure, causing unsafe driving conditions and requiring police officers to direct traffic in potentially hazardous situations.

The funding for this bid is coming from the Traffic Safety Fund (Cost Center 283).

FINANCIAL SUMMARY/STRATEGIC GOALS

Funding for this item is available in the 2019-20 Traffic Safety Fund. Approval of the purchase of parts for the uninterruptible power supply system used in traffic signals, in the amount of \$68,250, will leave a current year balance of \$281,387 for other purchases related to traffic safety.

Approval of this item will support the City's Strategic Plan Critical Success Factors of having Multi-Modal Transportation and Mobility Solutions that support Safe, Vibrant Neighborhoods and meets the Plano Tomorrow Pillar of Built Environment.

ATTACHMENTS:

Description	Upload Date	Type
Bid Recap	11/18/2019	Bid Recap

CITY OF PLANO

SOLICITATION NO.2020-0038-AC

Parts for Alpha UPS System used in Traffic Signals

Bid Opening Date/Time: November 07, 2019 @ 2:00 p.m.

Number of Vendors Notified: 132

Number of Vendors Submitting "No Bids": 4

Number of Bid Non-Responsive: 2

Number of Bids Submitted: 1

VENDOR NAME:

Paradigm Traffic Systems, Inc.

\$68,250.00

Recommended Vendor:

Paradigm Traffic Systems, Inc.

\$68,250.00

Emily Woody

Emily Woody
Contract Specialist

November 18, 2019

Date

CITY COUNCIL AGENDA MEMO

MEETING DATE: 12/9/2019
DEPARTMENT: Fleet Services
DIRECTOR: Gerald Cosgrove, P.E., Director of Public Works
AGENDA ITEM: Award RFB No. 2020-0105-B for three (3) Animal Control Body Pickup Trucks
RECOMMENDED ACTION: Award/Rejection of Bid/Proposal

ITEM SUMMARY

RFB No. 2020-0105-B for three (3) Animal Control Body Pickup Trucks for Fleet Services to be utilized by Animal Services to Caldwell Country Chevrolet in the amount of \$152,775; and authorizing the City Manager to execute all necessary documents. **Approved**

BACKGROUND

It is the recommendation of Fleet Services to purchase three (3) Animal Control Body Pickup Trucks in the amount of \$152,775 from Caldwell Country Chevrolet, the lowest, responsive, responsible bidder from Solicitation 2020-0105-B.

These units are scheduled replacements from Capital Outlay FY19-20 for units 10303, 10304, and 11305 Truck Pickup ³/₄ Ton, Animal Body, Extended Cab in Cost Center 583 Animal Services. Due to operational demands, it is necessary to purchase at this time.

The purchase of these units is necessary for the following reasons:

1. These units are essential to this department's daily operations and are required to maintain current service levels.
2. The old units are in need of replacement. The determination for the need of replacement is based on age, usage, maintenance cost, and re-sale value. Based on these criteria, Fleet Services recommends the replacement of the above units.
3. If these units are not replaced, we will incur additional maintenance costs and the salvage values will be greatly depreciated. In addition, the older, aging units will limit the users' ability to perform their duties because of increased breakdowns and additional downtime for repairs.

FINANCIAL SUMMARY/STRATEGIC GOALS

Funds are available in the FY 2019-20 Adopted budget to purchase three (3) Animal Control Body Pickup Trucks for the scheduled replacement of unit 10303, 10304, and 11305 in Cost Center 583 / Animal Services. Remaining balance will be used for other Fleet and Equipment Services purchases.

Approval of this agenda item will support the City's Strategic Plan Critical Success Factor of being an Excellent, Innovative, and Accountable City Government as well as Multi-Modal Transportation and Mobility Solutions and meets the Plano Tomorrow Plan Pillar of a Built Environment.

ATTACHMENTS:

Description
Bid Recap

Upload Date	Type
11/14/2019	Bid Recap

**CITY OF PLANO
SOLICITATION NO. 2020-0105-B
ANIMAL CONTROL BODY PICKUP TRUCKS
BID RECAP**

Bid Opening Date/Time: November 12, 2019 @ 3:00 p.m.

Number of Vendors Notified: 188

Number of Vendors Submitting "No Bids": 2

Number of Vendors Submitting Bids: 2

Caldwell Country Chevrolet

One-ton SRW Extended Cab with Animal Control Body
3 @ \$50,925.00

\$152,775.00

Randall Reed Prestige Ford

One-ton SRW Extended Cab with Animal Control Body
3 @ \$51,260.00

\$153,780.00

Recommended Vendor:

Caldwell Country Chevrolet

\$152,775.00

Lincoln Thompson

Lincoln Thompson
Senior Buyer

November 12, 2019

Date

CITY COUNCIL AGENDA MEMO

MEETING DATE: 12/9/2019
DEPARTMENT: Facilities
DIRECTOR: B. Caleb Thornhill, P.E., Director of Engineering
AGENDA ITEM: Approve asbestos abatement at the Los Rios Golf Course Facility in the amount of \$296,269.
RECOMMENDED ACTION: Award/Rejection of Bid/Proposal

ITEM SUMMARY

RFB No. 2019-0515-B for the Los Rios Golf Course Facility Asbestos Abatement for the Facilities Department to HP Envirovision in the amount of \$296,269; and authorizing the City Manager to execute all necessary documents. **Approved**

BACKGROUND

City staff solicited bids from vendors for the subject project through Solicitation 2019-0515-B with the intent to award to the lowest responsive, responsible bidder.

The Los Rios Golf Course Facility is to be demolished as part of the park development and contains significant asbestos that needs to be abated prior to demolition. Staff elected to bid three components – asbestos abatement, demolition, and disposal of equipment and other belongings left behind by the previous owner – in a single project.

Five bids were received on August 28, 2019, with one determined to be non-responsive due to failure to submit a required bid bond:

HP Envirovision	\$296,269
EDRS, Inc.	\$333,864
Pacific Environmental Group, LLC	\$350,000
1 Priority Environmental Services, LLC	\$407,275
Liberty demolition (non-responsive)	\$1,004,900

Staff and the consultant determined that HP Envirovision addressed all of the scope identified and is qualified to perform the work. Staff recommends award to **HP Envirovision**, in the amount of \$296,269.00

FINANCIAL SUMMARY/STRATEGIC GOALS

Funding for this item is available in the 2019-20 Park Improvement CIP. Abatement of asbestos, demolition, and disposal of equipment at the Los Rios Golf Facility, in the amount of \$296,269, will leave a total project balance of \$1,607,918 available for future park development expenditures.

Asbestos abatement, demolition, and equipment removal relates to the Strategic Plan Critical Success Factors of Safe, Vibrant Neighborhoods and Excellent, Innovative, and Accountable City Government, as well as the Built Environment and Natural Environment Plano Tomorrow Plan Pillars.

ATTACHMENTS:

Description
Bid Recap

Upload Date	Type
11/26/2019	Bid Recap

CITY OF PLANO

RFB No. 2019-0515-B

Los Rios Golf Course Facility Asbestos Abatement

Bid Recap

Bid Opening Date/Time: August 28, 2019, at 1:30 PM

Number of Vendors Notified: 2,811

Vendors Submitting “No Bids”: 0

Number of Bids Non-Responsive: 1

Number of Bids Submitted: 4

VENDOR NAME

HP Envirovision
EDRS, Inc.
Pacific Environmental Group, LLC
1 Priority Environmental
Services, LLC

TOTAL BID

\$296,269.00
\$333,864.00
\$350,000.00
\$407,275.00

RECOMMENDED VENDOR

HP Envirovision

TOTAL BID

\$296,269.00

Michael Parrish

Michael Parrish, Senior Buyer

November 26, 2019

Date

CITY COUNCIL AGENDA MEMO

MEETING DATE: 12/9/2019
DEPARTMENT: Technology Services
DIRECTOR: Chris Chiancone, Chief Information Officer
AGENDA ITEM: To approve the purchase of annual service and support for the Wireless Backhaul Network.
RECOMMENDED ACTION: Purchase from Existing Contract

ITEM SUMMARY

To approve the purchase of Wireless Backhaul Network Service and Support for a one (1) year contract with two (2) City optional one-year renewals for Technology Services in the estimated annual amount of \$186,591 from Scientel Wireless, LLC through an existing contract; and authorizing the City Manager to execute all necessary documents. (HGAC CW10-19) **Approved**

BACKGROUND

Scientel Wireless, LLC provides annual service and support of the City's Dragonwave Wireless Backhaul network providing connectivity to various buildings, traffic control systems and cameras throughout the City which expires on December 31, 2019. Technology Services recommends establishing a new agreement to continue support and maintenance services for one-year with two optional one year renewals. This agreement covers an aggregate of approximately 100 point-to-point and non-point-to-point devices utilized by the City for the aforementioned connections and the maintenance for the cameras on that network.

The total awarded amount is \$559,773. The amount for the first year is \$186,591 and the amount for optional years two and three is \$186,591 per year. The initial period to be covered is January 1, 2020 through December 31, 2020. In an effort to reduce costs Technology Services was able to combine the Wireless Backhaul Network support and Wireless Backhaul Camera support into one contract. This will result in a savings \$14,610 annually and \$43,830 over the three years if both options are renewed.

If the City of Plano does not purchase this maintenance, Technology Services would not be able to ensure the continuity of data network services to our traffic control systems and wireless cameras.

The City is authorized to purchase from a cooperative purchasing program with another local government or a local cooperative organization pursuant to Chapter 271 Subchapter F of the Texas Local Government Code and by doing so satisfies any State Law requiring local governments to seek competitive bids for items. (HGAC CW10-19 / 2020-0186-O)

FINANCIAL SUMMARY/STRATEGIC GOALS

Funding for this item is available in the 2019-20 Technology Services Fund Budget. This request is for a one-year contract with two (2) one-year City optional renewals to provide wireless connectivity to various buildings, traffic control systems and cameras throughout the city. The amount to be spent in 2019-20 is \$186,591 and will leave a current year remaining balance of \$3,129,706 for other maintenance agreements. Funding for future year expenditures will be available in the Technology Services Fund and are dependent on contract renewals in the annual amount of \$186,591 for both 2020-21 and 2021-22. All

future year expenditures will occur within Council approved appropriations.

Authorizing the City of Plano to enter into a new contract with Scientel Wireless, LLC relates to the Strategic Plan Critical Success Factor of an Excellent, Innovative, and Accountable City Government.

CITY COUNCIL AGENDA MEMO

MEETING DATE: 12/9/2019
DEPARTMENT: Fleet Services
DIRECTOR: Gerald Cosgrove, P.E., Director of Public Works
AGENDA ITEM: Backhoe Loaders Purchase through Sourcewell Contract No. 032119-CAT
RECOMMENDED ACTION: Purchase from Existing Contract

ITEM SUMMARY

To approve the purchase of four (4) Caterpillar Model 420F2 HRC Backhoe Loaders for Fleet Services to be utilized by various departments in the amount of \$371,120 from Holt Texas, Ltd. through an existing contract; and authorizing the City Manager to execute all necessary documents. (Sourcewell Contract No. 032119-CAT) **Approved**

BACKGROUND

It is the recommendation of Fleet Services to purchase four (4) Caterpillar Model 420F2 HRC Backhoe Loaders in the amount of \$371,120 from Holt Texas, Ltd. through Sourcewell Contract No. 032119-CAT. Fleet Services and Purchasing have reviewed multiple Cooperative Contract quotes and found this to be the best value for the City.

These units are scheduled replacements from Capital Outlay FY19-20 for unit 10503 Backhoe, with Loader in Cost Center 763 Utility District 2; units 10507 and 98133 Backhoe, with Loader in Cost Center 766 Utility District 1; and unit 10502 Backhoe, with Loader in Cost Center 767 Utility Cut Services. Due to operational demands, it is necessary to purchase at this time.

The purchase of these units is necessary for the following reasons:

1. These units are essential to these departments' daily operations and are required to maintain current service levels.
2. The old units are in need of replacement. The determination for the need of replacement is based on age, usage, maintenance cost, and re-sale value. Based on these criteria, Fleet Services recommends the replacement of the above units.
3. If these units are not replaced, we will incur additional maintenance costs and the salvage values will be greatly depreciated. In addition, the older, aging units will limit the users' ability to perform their duties because of increased breakdowns and additional downtime for repairs.

The City is authorized to purchase from a cooperative purchasing program with another local government or a local cooperative organization pursuant to Chapter 271 Subchapter F of the Texas Local Government Code and by doing so satisfies any State Law requiring local governments to seek competitive bids for items. (Sourcewell Contract No. 032119-CAT / City of Plano Internal Contract No. 2020-0108-O)

FINANCIAL SUMMARY/STRATEGIC GOALS

Funds are available in the FY 2019-20 Adopted budget to purchase four (4) Caterpillar Model 420F2 HRC Backhoe Loaders for the scheduled replacement of unit 10503 in Cost Center 763 / Utility District 2; unit

10507 and 98133 in Cost Center 766 / Utility District 1; and unit 10502 in Cost Center 767 / Utility Cut Services. The total budgeted amount for all purchases is \$385,200 and the total cost for all purchases came in at \$371,120, leaving a remaining balance of \$14,080. Remaining balance will be used for other Fleet and Equipment Services purchases.

Approval of these purchases will support the City's Strategic Plan Critical Success Factor of being an Excellent, Innovative, and Accountable City Government as well as Multi-Modal Transportation and Mobility Solutions and meets the Plano Tomorrow Plan Pillar of a Built Environment.

ATTACHMENTS:

Description	Upload Date	Type
Cooperative Quote Recap	11/18/2019	Cooperative Quote Recap

CITY OF PLANO
SOLICITATION NO. 2020-0108-O
FOUR (4) CATERPILLAR MODEL 420F2 HRC BACKHOE LOADERS
COOPERATIVE QUOTE RECAP

Number of Vendors Contacted: 1

Number of Quotes Received: 3

Holt Texas, Ltd. Sourcewell Contract No. 032119-CAT	\$371,120.00
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Holt Texas, Ltd. BuyBoard Contract No. 515-16	\$377,832.00
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Holt Texas, Ltd. HGAC Contract No. HT06-18	\$379,652.00
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Recommended Vendor:

Holt Texas, Ltd. Sourcewell Contract No. 032119-CAT	\$371,120.00
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Lincoln Thompson

Lincoln Thompson
Senior Buyer

November 18, 2019

Date

CITY COUNCIL AGENDA MEMO

MEETING DATE: 12/9/2019
DEPARTMENT: Facilities
DIRECTOR: B. Caleb Thornhill, P.E., Director of Engineering
AGENDA ITEM: Purchase of Furniture for 777 Building
RECOMMENDED ACTION: Purchase from Existing Contract

ITEM SUMMARY

To approve the purchase of 777 Building Furniture in the amount of \$65,364 from McKinney Office Supply, Inc., Facilitech, Inc. dba Business Interiors, Texas Furniture Source, Inc., and Wilson Office Interiors, LLC through existing contracts; and authorizing the City Manager to execute all necessary documents. (BuyBoard 584-19, OMNIA R142201, R142208, R142213, and Sourcewell 031715-KII) **Approved**

BACKGROUND

The City is authorized to purchase from a cooperative purchasing program with another local government or a local cooperative organization pursuant to Chapter 271 Subchapter F of the Texas Local Government Code and by doing so satisfies any State Law requiring local governments to seek competitive bids for items. (BuyBoard 584-19, OMNIA R142201, R142208, R142213, and Sourcewell 031715-KII, City of Plano Contract No. 2020-0029-O)

Staff has reviewed the bids submitted for the 777 Building Furniture. Four responses were received and staff recommends to award to the lowest, responsive, responsible bidder; which is a split award for Facilitech, Inc. dba Business Interiors for \$19,552.64; McKinney Office Supply, Inc. for \$25,785.33; Texas Furniture Source, Inc. for \$7,015.78; and Wilson Office Interiors, LLC for \$13,010.63, in the total amount of \$65,364.38.

There were two companies that submitted no bids.

The new furniture is needed to meet the design layout of the new building.

The funding for the project is in Cost Center 35.54520.

FINANCIAL SUMMARY/STRATEGIC GOALS

Funding for this item is available in the 2019-20 Capital Maintenance Fund Budget. Purchasing furniture for the new Neighborhood Services Building, in the amount of \$65,364, will leave a current year balance of \$9,636 available for purchasing additional furniture, fixtures, equipment or other items necessary for departmental operations.

Furnishing the offices and meeting spaces of the Neighborhood Services Department relates to the Strategic Plan Critical Success Factors of Welcoming and Engaged Community and Excellent, Innovative and Accountable City Government.

ATTACHMENTS:

Description	Upload Date	Type
Cooperative Quote Recap	11/26/2019	Cooperative Quote Recap



Quote No. 2020-0029-O

777 Building Furniture

Cooperative Quote Recap

Quote Due Date/Time: November 8, 2019 at 1:30 PM

Number of Vendors Contacted: 15

Vendors Submitting "No Bids": 2

Number of Quotes Submitted Non-Responsive: 0

Number of Quotes Submitted: 4

<u>VENDOR NAME</u>	<u>AMOUNT</u>
Texas Furniture Source, Inc. (Quoted 3 out of 7 Manufacturers)	\$37,087.53
McKinney Office Supply, Inc. (Quoted 5 out of 7 Manufacturers)	\$44,958.88
Wilson Office Interiors, LLC (Quoted 6 out of 7 Manufacturers)	\$54,757.40
Facilitech, Inc. dba Business Interiors (Quoted 6 out of 7 Manufacturers)	\$63,108.16

<u>RECOMMENDED VENDORS</u>	<u>AMOUNT</u>
Texas Furniture Source, Inc. Manufacturer: JSI	\$7,015.78
Wilson Office Interiors, LLC Manufacturers: Allsteel, KI	\$13,010.63
Facilitech, Inc. dba Business Interiors Manufacturers: Bernhardt, OFS Furniture	\$19,552.64
McKinney Office Supply, Inc. Manufacturers: HON , Workstation Labor	\$25,785.33
 Total Awarded Amount	 \$65,364.38

Angie Morales

Angie Morales, Buyer II

November 25, 2019

Date

CITY COUNCIL AGENDA MEMO

MEETING DATE: 12/9/2019

DEPARTMENT: HR

DIRECTOR: Shanté Akafia, Director of Human Resources/Risk Management

AGENDA ITEM: To approve an annual contract modification for calendar year 2020 Stop Loss Insurance by increasing the amount of the contract \$93,357.

RECOMMENDED ACTION: Approval of Contract Modification

ITEM SUMMARY

To approve an increase to the current awarded contract amount of \$1,843,334 by \$93,357, for a total contract of \$1,936,691, for Stop Loss Insurance from SA Benefit Services, LLC for the Human Resources Department; and authorizing the City Manager to execute all necessary documents. (Contract No. 2017-0021-C; Modification No. 3) **Approved**

PREVIOUS ACTION/PRESENTATION

On December 12, 2016, City Council approved the award for the original contract for Stop Loss Insurance Coverage in the amount of \$1,740,282 for the 2017 calendar year. The contract terms include five one-year renewals, requiring an annual premium review based upon the most up to date claim experience.

On December 19, 2017, City Council authorized a contract modification in the amount of \$259,572 for a total contract of \$1,999,854 for Stop Loss Coverage for the 2018 calendar year.

On December 10, 2018, City Council authorized a contract modification in the amount of (\$156,520) for a total contract of \$1,843,334 for Stop Loss Coverage for the 2019 calendar year.

BACKGROUND

The City of Plano provides medical insurance to our employees via a self-funded insurance model. The City purchases stop loss insurance in an effort to minimize our exposure against catastrophic claims thus containing risk and facilitating financial solvency of the City's self-funded medical plan.

The City has a contract with SA Benefit Services, LLC to provide stop loss coverage, however, each year the amount of premiums need to be quoted based upon the most up to date claim experience. Based upon the quotes provided, the City estimates that the stop loss coverage through SA Benefits will cost an annual estimate of \$1,936,690 based upon a per member per month rate of \$68.04.

Failure to award this contract would result in the City taking on additional liability for catastrophic claims, thus reducing the financial solvency of the City's self-funded medical plan.

FINANCIAL SUMMARY/STRATEGIC GOALS

Funding for this item is available in the Health Claims and 115 Trust Funds. Approval of a contract modification for stop loss coverage to provide insurance for catastrophic claims, in the estimated amount of \$1,936,691, which encompasses two fiscal years (FY 19-20 with \$1,452,517 and FY 20-21 with

\$484,173). Funding for the Stop Loss Insurance comes from regular employee, retiree, and city contributions to the City's Health Claims Fund and 115 Trust Fund.

Approval of this agenda item will support the City's Strategic Plan Critical Success Factor of being an Excellent, Innovative, and Accountable City Government and meets the Plano Tomorrow Pillar of Economic Environment.

CITY COUNCIL AGENDA MEMO

MEETING DATE: 12/9/2019
DEPARTMENT: PSC
DIRECTOR: Susan Carr, Director of Public Safety Communications
AGENDA ITEM: To approve the expenditure for VESTA Map Upgrade.
RECOMMENDED ACTION: Approval of Contract Modification

ITEM SUMMARY

To approve an expenditure for the VESTA Map Upgrade to include four (4) years of maintenance and support in the amount of \$486,466 from AT&T, Inc. for Public Safety Communications; and authorizing the City Manager to execute all necessary documents. (Contract No. 2017-0380-C; Modification No.

2) **Approved**

PREVIOUS ACTION/PRESENTATION

Council approved the initial purchase of VESTA 9-1-1 support and maintenance on 4/23/2018 in the total amount of \$765,700.

Council approved Modification No. 1 for Text to 9-1-1 Upgrade on 2/11/2019 in the amount of \$359,893.

BACKGROUND

Public Safety Communications (PSC) currently has a service agreement with AT&T, Inc. for maintenance of the VESTA 9-1-1 system, Contract No. 2017-0380-C, which was approved by City Council on April 23, 2018. The current VESTA individual workstation hardware must be upgraded from 32 bit machines to 64 bit machines to accept Rapid SOS (VESTA Map Local) data. To accommodate this upgrade, PSC recommends amending the existing agreement with AT&T, Inc., to add the VESTA Map Local hardware and software upgrade module and associated services. The Rapid SOS data utilizes hybrid location information from wireless phones to provide a more accurate location when citizens call 9-1-1.

This purchase in the amount of \$486,466 includes the purchase of hardware, software and four (4) years of maintenance and support, and must be purchased and installed through our current vendor AT&T, Inc., as it is a component of the existing VESTA 9-1-1 system, and we have the existing services agreement with AT&T, Inc. This price is inclusive of the VESTA 9-1-1 individual workstation replacements at both our primary and back up PSC sites (44 operations workstations and 5 admin workstations), the additional Rapid SOS module licensing and subscription services, and four years of Motorola managed services with remote monitoring.

If this purchase is not approved, PSC will be unable to receive better location data from callers. This may increase the amount of time it takes to locate a caller in an emergency and provide assistance if they are unable to speak to us or provide an exact location.

FINANCIAL SUMMARY/STRATEGIC GOALS

Funding for this item is available in the 9-1-1 Wireline Fees Fund. Approval of an update to the service agreement for maintenance of the VESTA 9-1-1 system, including the purchase of associated hardware and software upgrades, to accommodate Rapid SOS data for location information from wireless callers, in the amount of \$486,466, will leave a current year balance of \$98,673. Additionally, the agreement would

provide four (4) years of maintenance and support.

Approval of this item will support the City's Strategic Plan Critical Success Factors of being an Excellent, Innovative, and Accountable City Government and supporting Safe, Vibrant Neighborhoods and meets the Plano Tomorrow Pillars of Built Environment and Social Environment.

CITY COUNCIL AGENDA MEMO

MEETING DATE: 12/9/2019
DEPARTMENT: Technology Services
DIRECTOR: Chris Chiancone, Chief Information Officer
AGENDA ITEM: Approve an expenditure in the amount \$80,790 for Migration Software and Services for Technology Services.
RECOMMENDED ACTION: Approval of Expenditure

ITEM SUMMARY

To approve an expenditure for Migration Software and Services in the estimated amount of \$80,790 from Archive360, Inc. for Technology Services; and authorizing the City Manager to execute all necessary documents. **Approved**

BACKGROUND

As part of the continuing effort to reduce risk, modernize technology, increase productivity, decrease cost, and leverage redundancy, the City of Plano Technology Services department is recommending the approval to purchase Archive360 Migration Software and Services.

In February of 2019, Technology Services implemented ProofPoint Enterprise Email Archive to both reduce our on premise legacy archive solution and to allow for seamless integration into cloud service offerings. The legacy solution currently stores approximately 28TB of email from the last 7 years. A 3rd party software solution is recommended to expedite the migration of this data to ProofPoint. Manual extraction of this data without this software would require City resources and take in excess of one year to complete. Additionally, the City would need to continue to maintain support and maintenance for the legacy system, maintain the on-premise servers it runs on, and continue to utilize storage that it is consuming which could be repurposed for other upcoming projects to avoid the purchase of more hardware. Having the data in both locations also results in increased complexity for the Legal and Records departments to fulfill open records requests in a timely manner as required by law.

The City of Plano Technology Services department recommends a Professional Service Contract award in the amount of \$80,790 to Archive360, Inc. This purchase includes 1 year of software maintenance and licensing as well as 40 hours of professional services to assist in the migration of the data.

If not awarded, the City will incur increased legacy support costs annually and increased staff workload to accomplish the data migration manually.

The City is exempt from the competitive bid process for this purchase as allowed by Texas Local Government Code Chapter 252 Subchapter B Section 252.022(a)(4). (City of Plano Internal Contract No. 2019-0727-X)

FINANCIAL SUMMARY/STRATEGIC GOALS

Funding for this item is available in the 2019-20 Technology Improvements CIP Fund. This request is to purchase Archive360 Migration Software and Services, in the total amount of \$80,790, which will leave a

remaining balance of \$601,701 in the Technology Improvements CIP Fund for other project expenditures.

The purchase of Archive360 Migration Software and Services relates to the Strategic Plan Critical Success Factors of Excellent, Innovative, and Accountable City Government.

CITY COUNCIL AGENDA MEMO

MEETING DATE: 12/9/2019

DEPARTMENT: Parks

DIRECTOR: Robin Reeves, Director of Parks and Recreation

AGENDA ITEM: Approve an expenditure in the amount of \$123,365 for landscape architect professional services for Old Shepherd Place Park Renovations, Project No. 7172

RECOMMENDED ACTION: Approval of Expenditure

ITEM SUMMARY

To approve an expenditure for landscape architect professional services for Old Shepherd Place Park Renovations, Project No. 7172, in the amount of \$123,365 from Pacheco Koch Consulting Engineers, Inc. for the Parks and Recreation Department; and authorizing the City Manager to execute all necessary documents. **Approved**

BACKGROUND

The Parks and Recreation Department recommends approval of an expenditure in the amount of \$123,365 for professional services from Pacheco Koch Consulting Engineers, Inc., for the Old Shepard Place Park Renovations project. This project includes construction plans to replace the existing 40-year-old restroom, to replace the 40-year-old irrigation system, to regrade and re-sod the athletic areas of the park, to renovate the 40-year-old playground and address drainage issues, and to meet ADA requirements.

Pacheco Koch Consulting Engineers, Inc., was deemed most qualified based on their Statement of Qualifications submission for RFQ No. 2019-0248-X.

The contract fee is \$123,365 which includes surveying, civil engineering, replatting, geotechnical services and landscape architecture services. The fee is 4% of the estimated construction budget of \$2,950,000. The fee is slightly lower than typical as some preliminary work has been accomplished as a part of a separate contract.

This project will create a plan set to renovate the park with new restrooms that are ADA compliant, an irrigation system that is dependable and will operate more efficiently, leveled and re-sodded athletic game fields, updated play equipment and resolved wet conditions in the playground area.

If the project expenditure is not awarded, construction plan development for the needed renovations will not begin.

FINANCIAL SUMMARY/STRATEGIC GOALS

Funding for this item is available in the 2019-20 Park Improvement CIP and is planned for 2020-21. Entering into a professional services agreement, in the amount of \$123,365 will leave a combined balance of \$5,766,635 that will be used for future playground, irrigation system, sidewalk, athletic field, and restroom building renovations and replacements to community parks.

Approval of this item will support the City's Strategic Plan Critical Success Factors of being an Excellent, Innovative, and Accountable City Government and supporting Safe, Vibrant Neighborhoods and meets the

Plano Tomorrow Pillars of Natural Environment.

ATTACHMENTS:

Description

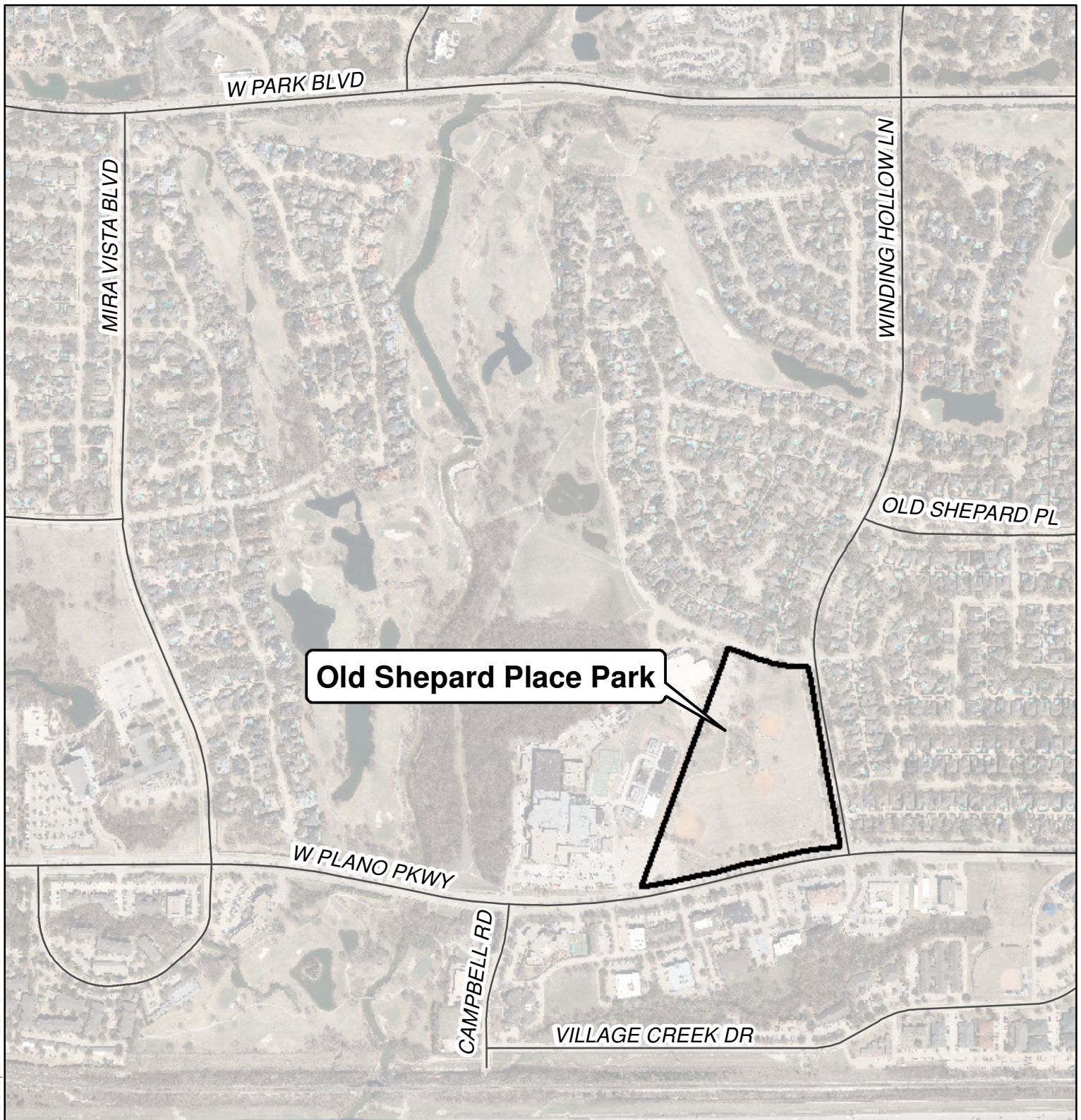
Upload Date

Type

Location Map

11/22/2019

Map



0 0.1 0.2
Miles



City of Plano Park Planning Division
11/18/2019

Old Shepard Place Park Renovation

1301 Winding Hollow Lane
Plano, TX 75093

Project #7172

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Project Location



CITY COUNCIL AGENDA MEMO

MEETING DATE: 12/9/2019
DEPARTMENT: Parks
DIRECTOR: Robin Reeves, Director of Parks and Recreation
AGENDA ITEM: NTTA Interlocal Agreement Trail Improvements
RECOMMENDED ACTION: Approval of Contract / Agreement

ITEM SUMMARY

To approve the terms and conditions of an Interlocal Agreement with the North Texas Tollway Authority (NTTA) to access, construct, and maintain trail installations upon NTTA property; authorizing the execution by the City Manager; and providing an effective date. **Approved**

BACKGROUND

An Interlocal Agreement (ILA) is required by the North Texas Tollway Authority (NTTA) to access, construct, and maintain trail installations upon their property.

The Preston Ridge Trail (PRT) connector project connects Dallas and Plano with a trail connection. The project includes construction of a 10' hike and bike trail within the eastern right of way of Ohio Drive from the President George Bush Tollway (PGBT) to Tradition Trail. One of two easements needed for the PRT project is located adjacent to the right of way along the edge of the NTTA property at 1080 Ohio Drive, located at the intersection of Ohio Drive and Tradition Trail. This property is a satellite operations and maintenance facility for the NTTA. A second easement sought for the PRT project is along the NTTA right-of-way of the President George Bush Turnpike along the eastern edge of Ohio Drive under the bridge where Plano and Dallas meet.

The required ILA will also memorialize an existing portion of Rowlett Creek Trail at the junction of Plano and Frisco within NTTA right-of-way underneath the Sam Rayburn Tollway.

This ILA is necessary for the City to construct and maintain trail within NTTA right-of-way. If the ILA is not approved, the City will not be able to develop the direct trail connection of the PRT between Dallas and Plano under President George Bush Turnpike, and the existing Rowlett Creek Trail portion will not be formalized with the NTTA.

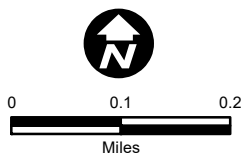
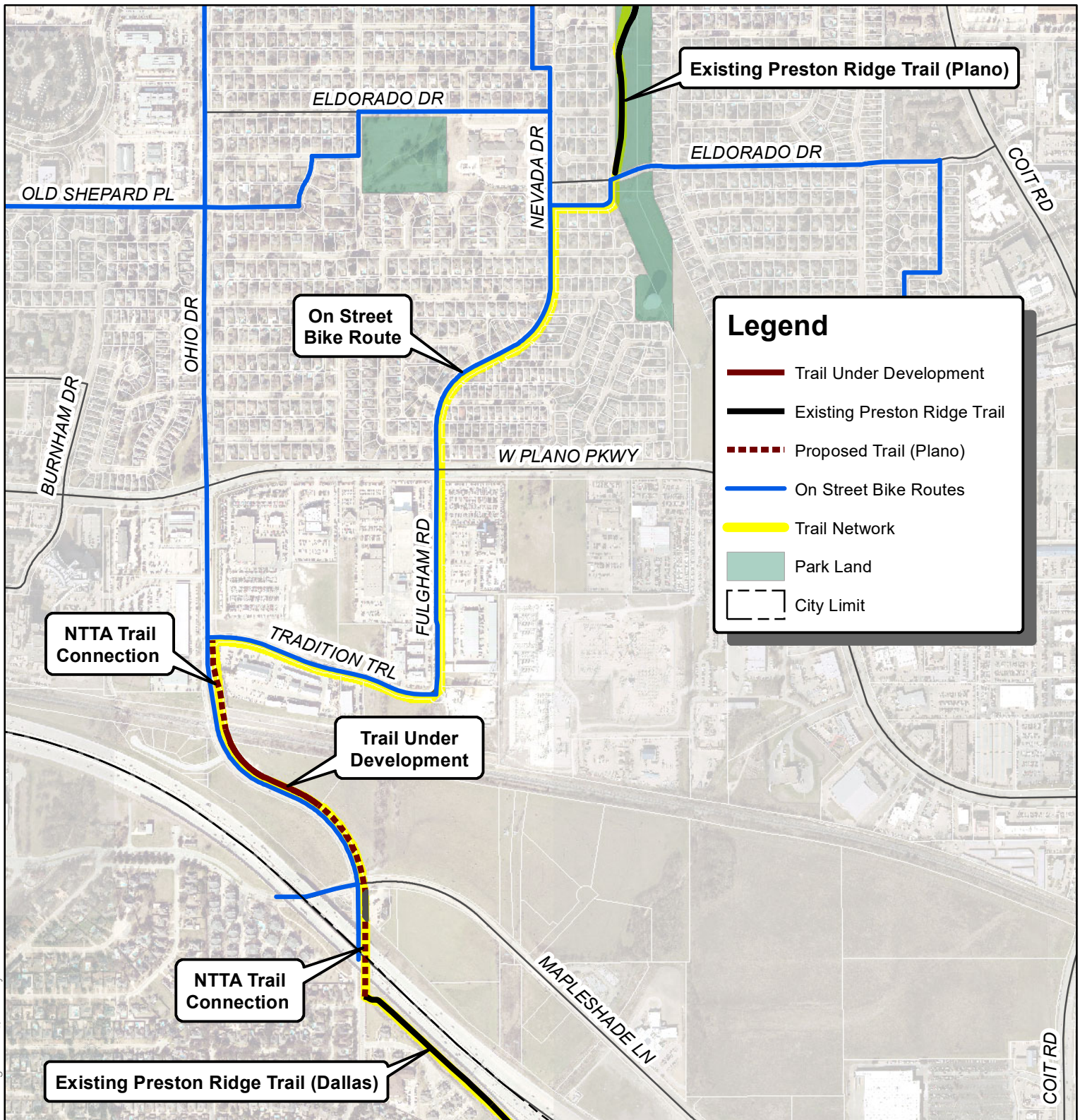
FINANCIAL SUMMARY/STRATEGIC GOALS

This item has no fiscal impact.

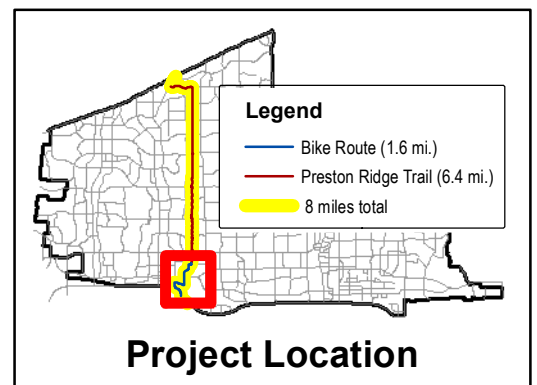
Approval of this item supports the Strategic Plan Critical Success Factors of Safe, Vibrant Neighborhoods and Excellent, Innovative, and Accountable City Government, as well as the Social Environment and Natural Environment Plano Tomorrow Plan Pillars.

ATTACHMENTS:

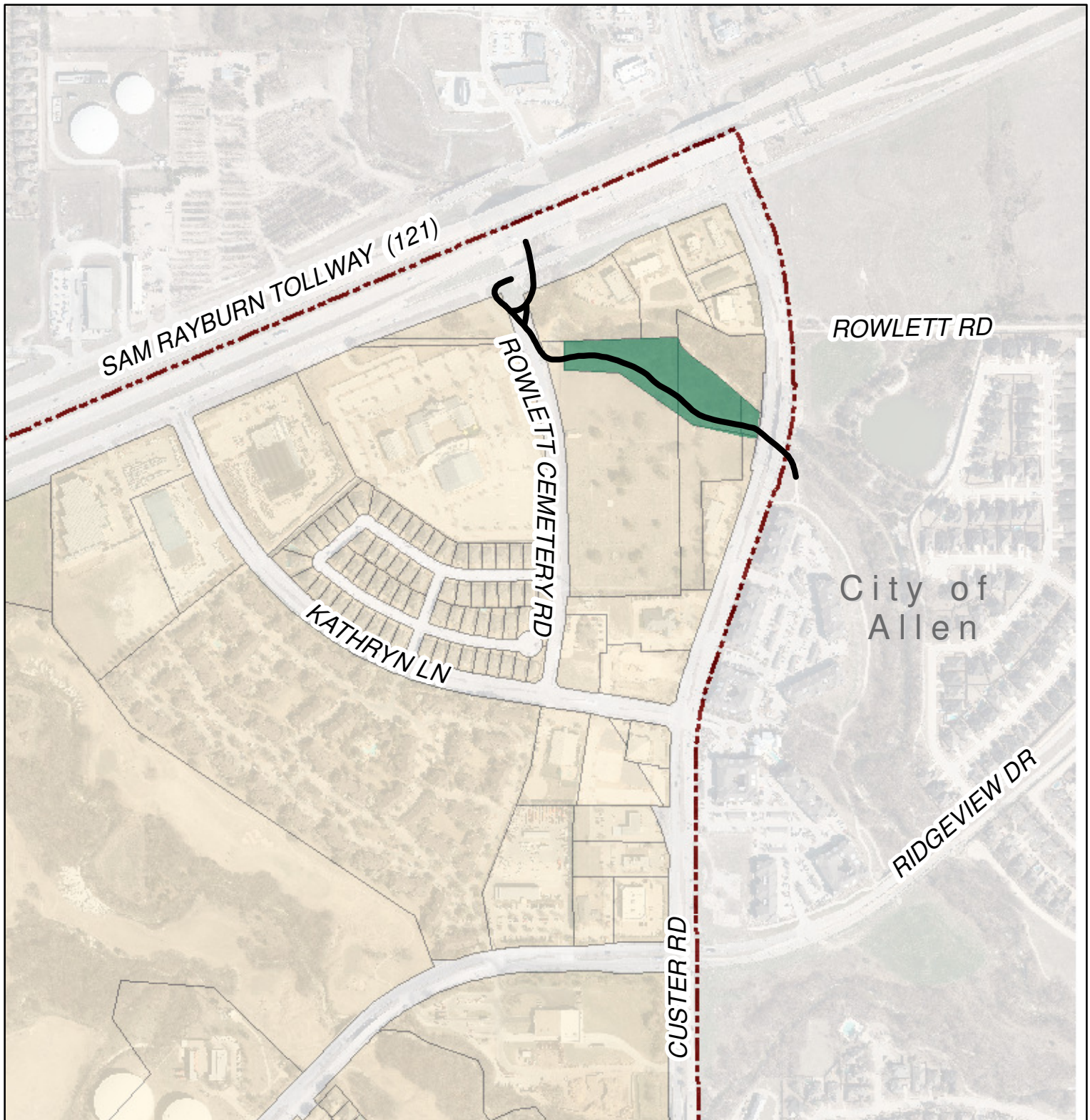
Description	Upload Date	Type
Location Map (Preston Ridge Trail Connection)	11/12/2019	Map
Location Map (West Rowlett Creek Trail)	11/12/2019	Map



Location Map
**Preston Ridge
 Trail Connection**
 NTTA



Project Location



0 0.05 0.1
Miles



City of Plano Park Planning Division
9/27/2019

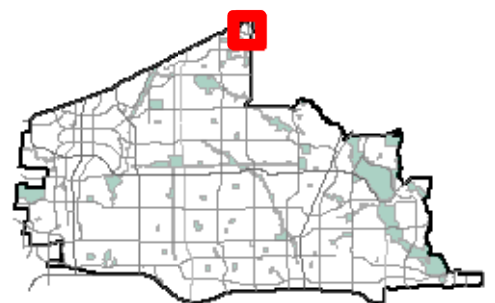
Location Map

Rowlett Trail (West Rowlett Creek Trail)

Rowlett Cemetery Rd to Custer Rd
Plano, TX 75025

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Location



INTERLOCAL AGREEMENT

This INTERLOCAL AGREEMENT (“Agreement”) is made and entered into by and between the NORTH TEXAS TOLLWAY AUTHORITY, a regional tollway authority and a political subdivision of the State of Texas (“NTTA”), and the CITY OF PLANO, TEXAS, a home-rule municipality (“Plano”), and on the terms and conditions set forth herein, as of the Effective Date (as defined on the signature page of this Agreement). NTTA and Plano are sometimes referred to collectively as the “parties” or individually as a “party.”

RECITALS

WHEREAS, under the authority of Chapter 366 of the Texas Transportation Code, as amended, known as the Regional Tollway Authority Act, NTTA owns, operates and maintains turnpike projects and turnpike systems in North Texas, including the President George Bush Turnpike (“PGBT”) and the Sam Rayburn Tollway (“SRT”) located partially within the city limits of Plano; and

WHEREAS, Section 366.033(f) of the Regional Tollway Authority Act authorizes NTTA to make portions of its property available for use by others in furtherance of its powers under the Regional Tollway Authority Act; and

WHEREAS, NTTA is the sole owner of the portions of the PGBT and SRT located more particularly as described and depicted in Exhibit A, attached hereto and incorporated herein for all purposes (“Trail Property”); and

WHEREAS, Plano desires to enter onto and use the Trail Property to construct, operate, repair, and maintain public hike-and-bike trail facilities, together with all incidental improvements and all necessary appurtenances thereto, as set forth in plans and specifications approved by NTTA as hereinafter set forth (collectively, the “Trail Improvements”); and

WHEREAS, NTTA desires to grant Plano a non-exclusive right to construct, operate, repair, maintain, and permit the public to use the Trail Improvements at Plano’s sole cost and expense on the Trail Property on the terms and conditions set forth below (the “Permitted Uses”); and

WHEREAS, the Interlocal Cooperation Act, Chapter 791 of the Texas Government Code, as amended, authorizes local governmental entities, such as NTTA and Plano, to contract with one another to perform governmental functions and services; and

WHEREAS, the parties have investigated and determined that it is their mutual best interest to enter into this Agreement for the provision of governmental functions and services as described herein.

AGREEMENT

NOW, THEREFORE, in consideration of the covenants and conditions contained in this Agreement, NTTA and Plano agree as follows:

ARTICLE 1 – RIGHT TO USE

1.1 **Grant of Right to Use.** NTTA hereby grants Plano a non-exclusive right to use the Trail Property for the Permitted Uses during the Term (hereinafter defined) of this Agreement in accordance with the terms and conditions of this Agreement. Plano's right to enter on and use the Trail Property shall be limited solely to the Permitted Uses and none other.

1.2 **Non-Exclusive Right to Use.** The right to use the Trail Property granted in Section 1.1 above is non-exclusive and is subject to any and all rights and interests of third parties affecting the Trail Property or the Permitted Uses, including, but not limited to, rights under: (a) any utility, drainage, communication or other public easement located in, on or under the Trail Property that exists and is shown of record in the Collin County Deed Records as of the Effective Date of this Agreement; and (b) any lease, license or other property interest in the Trail Property as of the Effective Date of this Agreement. Notwithstanding anything to the contrary herein, during the Term, NTTA shall not convey any other license, easement, or conflicting rights within the Trail Property which materially and unreasonably interfere with Plano's rights granted herein; provided, however, Plano expressly acknowledges and agrees that all rights granted to Plano under this Agreement are inferior and subordinate to NTTA's rights to use of the Trail Property as NTTA in its sole and absolute discretion determines to be necessary, useful, or advisable for the construction, reconstruction, widening, improvement, operation, and/or maintenance of the PGBT or the SRT or to carry out any other powers granted to NTTA under law. If NTTA determines that the removal of or modification to all or any portion of the Trail Improvements must be made to allow NTTA to carry out any of the foregoing rights, Plano agrees to complete such removal or modification as required by NTTA at Plano's sole expense. NTTA agrees to provide Plano with as much advance notice of a need to remove or modify the Trail Improvements as is reasonably feasible under the circumstances, and NTTA agrees to consult and cooperate with Plano to attempt to minimize the adverse effect to the Trail Improvements.

1.3 **Governmental Approvals.** Plano, at its sole cost and expense, shall be responsible for and shall obtain any and all licenses, permits or other approvals from any and all governmental agencies, federal, state or local, required to carry on any of the Permitted Uses.

ARTICLE 2 – TRAIL CONSTRUCTION AND MAINTENANCE

2.1 **Trail Design and Construction.** Plano shall design, at Plano's sole cost and expense, the Trail Improvements. Prior to commencing construction of the Trail Improvements, Plano shall submit to NTTA's Project Delivery Department the designs, plans, and specifications for the Trail Improvements (collectively, "Plans") at the 30%, 60%, 90%, and bid phases, as applicable, of the project. Within ten business days after each submittal, NTTA shall clearly

specify any required changes to the Plans in a written notice to Plano. NTTA agrees to consult with Plano regarding NTTA's required changes. Thereafter, Plano shall prepare revised plans and specifications ("Revised Plans") incorporating NTTA's required changes. If NTTA determines that the Revised Plans do not implement and incorporate NTTA's required revisions or if NTTA reasonably determines that additional revisions are required to ensure the safe and efficient operation of PGBT or SRT, NTTA shall notify Plano in writing, specifying the deficiencies in the Revised Plans, and Plano shall revise and provide a new set of Revised Plans to NTTA for review. NTTA agrees to consult with Plano regarding NTTA's required changes to each set of Revised Plans submitted to NTTA. The foregoing process shall continue until NTTA has approved the Revised Plans. In no event shall Plano be authorized to construct the Trail Improvements until Revised Plans are approved by NTTA, after which Plano shall be authorized to construct the Trail Improvements, upon complying with all other NTTA permit requirements, at its sole cost and expense in accordance with the final NTTA-approved Plans or Revised Plans (the "Approved Plans").

(a) Temporary Construction-Access Rights. NTTA hereby grants Plano temporary access rights across NTTA's property other than the Trail Property to provide Plano and its contractor(s) access to the Trail Property to construct the Trail Improvements. The areas subject to the temporary access right will be approved by NTTA during approval of the Approved Plans for the Trail Improvements. Except as otherwise provided in this subsection, Plano's temporary access rights will be on same terms and conditions as are set forth in this Agreement regarding the use of the Trail Property. No persons other than Plano and its contractors and subcontractors may use these temporary access rights to access the Trail Property. The temporary access rights may be terminated by NTTA at any time and will terminate without the need for further action as soon as Plano's need to access the Trail Property across other NTTA property ceases and in all events upon completion of the Trail Improvements.

2.2 Maintenance. Maintenance and operation of the Trail Improvements shall be entirely the responsibility of Plano and at Plano's sole cost and expense. Upon prior written notice to NTTA, Plano may retain a qualified contractor to perform the operation or maintenance of the Trail Improvements; any successor contractors shall require the prior written notice described in the preceding sentence. NTTA will grant Plano access rights, on the same terms and conditions as are set forth in this Agreement regarding the use of the Trail Property, across NTTA's property to provide access to the Trail Property for Plano to carry out routine maintenance of the Trail Improvements; NTTA will approve the areas subject to these access rights during its approval of the Approved Plans for the Trail Improvements. Upon Plano's written request, NTTA will grant Plano temporary access rights, on the same terms and conditions as are set forth in this Agreement regarding the use of the Trail Property, across NTTA's property to provide access to the Trail Property for Plano to carry out non-routine maintenance of the Trail Improvements. Plano acknowledges and agrees that its obligations under this Section constitute material consideration for NTTA's agreement to grant the use rights and enter into the other agreements set forth in this Agreement. Plano shall contact NTTA's Project Delivery Department to gain approval to access the Trail Property where access is necessary for any maintenance or repairs outside of routine maintenance or if heavy machinery is required to perform the maintenance obligations. For the purpose of this Section, "routine

maintenance” means mowing, trimming, trash pickup, and irrigation maintenance. The Parties acknowledge that NTTA owns an existing irrigation system on the west side of its property located at 1080 Ohio Drive, that this irrigation system is not part of the Trail Improvements, and that Plano has no obligation to maintain such irrigation system under this Agreement.

Generally speaking, Plano intends for the majority of the Trail Property to remain in its current state. Plano’s maintenance responsibilities include, without limitation, picking up trash and debris, mowing, landscape and irrigation maintenance, taking reasonable steps to prevent erosion and subsidence, and otherwise keeping the Trail Property in a clean, sanitary, and safe condition. Plano shall also provide, at its sole cost and expense, reasonable surveillance by police patrol in order to limit the possible creation of a nuisance or hazard to the public. Hazardous or reasonably objectionable smoke, fumes, vapor, or odors shall not be permitted to rise above the grade line of the PGBT or the SRT, nor shall the Trail Improvements subject the PGBT, the SRT, or their respective frontage roads to hazardous or objectionable discharge of any kind or otherwise impair the structural integrity, or the safe and efficient operation, of the PGBT or the SRT. Any irrigation method utilized for the Trail Improvements shall be designed, constructed, and maintained to prevent the spraying or discharge of water onto the PGBT, the SRT, or their respective frontage roads at any time and shall include properly installed and maintained rain and freeze sensors. All structures located or constructed within the Trail Property, or within one hundred feet (100’) of any PGBT feature or any SRT feature shall be fireproof. Plano hereby acknowledges that the NTTA owns, operates, and maintains PGBT and SRT over and in vicinity of the Trail Improvements and nothing in this Agreement limits or abrogates NTTA’s rights with respect thereto. Plano’s design, construction, operation, and maintenance of the Trail Improvements shall under no circumstances interfere with or otherwise adversely affect NTTA’s ability to comply with and perform under any permit(s) issued for storm sewer or storm water drainage systems in connection with the PGBT or the SRT. Without limiting the foregoing, Plano shall design, operate, and maintain the Trail Property in complete compliance with the NTTA’s permit issued for the storm sewer and storm water drainage systems (the “MS4 Permit”) utilizing best maintenance practices to minimize the discharge of litter and hazardous substances from the Trail Improvements to surface water during rainfall events.

During and after completion of construction of the Trail Improvements, Plano shall not damage any existing improvements, equipment, and vegetation on or about the Trail Property except as expressly specified in the Approved Plans, and Plano shall not damage any other NTTA property used in connection with the operation or maintenance of the PGBT or the SRT (collectively, “NTTA Roadway Property”). Plano shall be wholly responsible for maintaining the Trail Improvements, including any retaining walls, in good and safe condition and repair on the Trail Property during the Term. Maintenance of any retaining walls shall, at NTTA’s option, be undertaken in accordance with NTTA’s directions and/or by NTTA’s contractors or forces, in which event, Plano shall reimburse NTTA for the costs to maintain any retaining walls. Without “waiver of” or “waiving” any governmental immunity to which it is entitled with respect to claims of third parties, Plano shall repair damages to the Trail Property and to any NTTA Roadway Property caused by Plano’s use of the Trail Property or by any person that accesses the Trail Property or NTTA Roadway Property using the Trail Improvements (“Plano Damages”);

provided, however, that Plano Damages shall not include damage to the Trail Property or NTTA Roadway Property to the extent caused by NTTA or its employees or contractors acting in such capacities. All repairs of the Plano Damages shall be made at Plano's sole cost and expense. Plano acknowledges and agrees that its obligations under this Section 2.2 constitute material consideration for NTTA's agreement to grant the use rights and enter into the other agreements set forth in this Agreement.

2.3 **Clean-Up.** Upon termination of this Agreement and in addition to Plano's obligations set forth in Section 2.2 above, Plano shall remove from the Trail Property any personal property placed on the Trail Property by, on behalf of, or with the consent of Plano (collectively, "Plano's Personal Property"), with the exception of the Trail Improvements, which shall remain in place. Should Plano fail to remove Plano's Personal Property upon the termination of this Agreement in accordance with this Section 2.3, NTTA may, in its sole discretion, remove and dispose of the same without any liability, whatsoever, to Plano, and Plano shall promptly reimburse NTTA upon request for all costs of removal incurred by NTTA.

2.4 **No Alterations.** Plano shall not make, nor allow to be made, any alterations of any kind to the Trail Property, except as provided herein and except as otherwise approved in writing by NTTA. Plano shall not damage in any manner the Trail Property or any NTTA Roadway Property and shall not cause or permit anything to be done whereby the Trail Property or any NTTA Roadway Property shall be in any manner damaged, except as provided herein and except as otherwise approved in writing by NTTA.

ARTICLE 3 – TERM AND TERMINATION

3.1 **Term.** Plano's right to enter onto and use the Trail Property under this Agreement shall commence on the Effective Date and shall expire upon termination of this Agreement as provided herein (the "Term").

3.2 **Termination on Default.** Each party shall have the right to terminate this Agreement if the other party fails to perform its obligations under this Agreement, and such failure is not cured within ninety (90) days after the defaulting party receives written notice of such failure from the non-defaulting party, or such additional period of time as is necessary if such failure cannot be cured within such 90-day period, and the defaulting party commences to cure such default within such 90-day period and diligently pursues such cure to completion.

3.3 **Termination for Necessity.** Notwithstanding the foregoing, either party shall have the right to terminate this Agreement by providing notice of termination to the other if the terminating party determines, in its sole discretion, that termination of the Agreement is necessary to serve that party's interests.

3.4 **Surrender.** On termination of this Agreement, Plano shall surrender its use of the Trail Property and fulfill its repair, restoration, and clean-up obligations in accordance with the terms and conditions of this Agreement.

3.5 **Holding Over.** If Plano fails to surrender its use of the Trail Property immediately upon the termination of this Agreement, NTTA may deem the use of the Trail Property for the Permitted Uses to be a trespass, and NTTA will be entitled to any and all remedies arising at law, in equity, or under this Agreement with respect to such failure to surrender the use of the Trail Property.

ARTICLE 4 – COMPLIANCE WITH LAWS

4.1 **Compliance with Laws.** Plano shall, in connection with Plano's activities on or about the Trail Property, comply with all applicable laws, rules, codes, regulations, and ordinances, as they exist, may be amended, or in the future arise, relating to Plano's use of the Trail Property.

4.2 **Hazardous Materials.** In the event that any hazardous material, toxic waste or other substance or material potentially harmful to health, safety, or welfare is spilled, deposited, placed, or dumped on the Trail Property or NTTA Roadway Property in connection with the use of the Trail Property for the Permitted Uses, whether by Plano or by others using the Trail Improvements, Plano shall promptly notify NTTA of the nature and extent of such event and shall, at Plano's sole cost and expense, promptly remedy the condition in full compliance with all applicable law.

ARTICLE 5 – LIABILITY

5.1 **Liability.** NTTA shall not be liable or responsible for operating, maintaining, or improving the Trail Improvements on the Trail Property. NTTA shall not be liable or responsible for any damage or injury to persons or property (including death) as a result of the use of the Trail Property for the Permitted Uses by Plano or the general public except to the extent such damage or injury is caused by the grossly negligent or intentional act or omission of NTTA. As consideration for NTTA's grant of use rights and its other agreements hereunder and without "waiver of" or "waiving" any governmental immunity to which it is entitled with respect to claims of third parties, Plano agrees to reimburse NTTA for any and all costs incurred by NTTA in connection with any claims made against NTTA arising from damage or loss to persons or property (including death) from the use of the Trail Improvements, except to the extent such damage or loss is caused by the grossly negligent act or omission of NTTA. The foregoing provisions are valid only to the extent permitted by the laws and Constitution of the State of Texas. This Section shall survive the termination of this Agreement.

5.2 **Disclaimer.** Plano acknowledges and agrees (a) that NTTA is not providing any guarantee, representation, or warranty, and NTTA hereby disclaims any guarantee, representation, or warranty of the condition or suitability of the Trail Property, in whole or in part, for the Permitted Uses, and (b) that Plano is occupying the Trail Property "AS IS" with all faults, including but not limited to any and all pollutants, asbestos, and/or any other hazardous materials that may be present in, on, or under the Trail Property. Plano acknowledges and agrees that it has fully exercised the right to inspect the Trail Property for any defects as to the suitability of such property for the Permitted Uses. The provisions of this Section shall survive the termination of this Agreement.

ARTICLE 6 – INSURANCE

6.1 **Plano's Insurance Requirements.** Plano shall not enter onto or use the Trail Property until Plano has obtained, at Plano's sole cost and expense, all of the insurance (or self-insurance equivalent) required hereunder. For so long as Plano uses the Trail Property, Plano shall procure and maintain General Liability insurance for personal injury (including death) and property damage with a minimum of One Million Dollars (\$1,000,000) per occurrence and Two Million Dollars (\$2,000,000) in the aggregate, or self-insurance equivalent, in which event, at any time NTTA makes a request under this Agreement, Plano will provide NTTA with satisfactory evidence that Plano's self-insurance reserves meet the foregoing insurance requirements. Any contractor of Plano shall be required to carry the same insurance as Plano. Plano shall deliver to NTTA certificate(s) of insurance evidencing the requirements set forth herein.

(a) All insurance and certificate(s) of insurance shall contain the following provisions:

- (i) Name NTTA as an additional insured as to all applicable coverage.
- (ii) Provide for at least thirty (30) days prior written notice to NTTA for any cancellation, non-renewal or material change of the insurance on the face of the certificate(s).
- (iii) Provide for a waiver of subrogation against NTTA for injuries, including death, property damage, or any other loss to the extent the same is covered by the proceeds of insurance.

ARTICLE 7 – NOTICE

7.1 **Notices.** Any notice provided or permitted to be given under this Agreement must be in writing and may be served by depositing the same in the United States Mail, addressed to the party to be notified, postage pre-paid and registered or certified with return receipt requested; by facsimile; by electronic mail, with documentation evidencing the addressee's receipt thereof; or by delivering the same in person to such party a via hand-delivery service, or to any courier service that provides a return receipt showing the date of actual delivery of the same to the addressee thereof. Notice given in accordance herewith shall be effective on receipt at the address of the addressee. For purposes of notification, the addresses of the parties shall be as follows:

If to Plano, addressed to it at:

City of Plano
ATTN: Director of Parks and Recreation
1520 K Avenue
Plano, Texas 75074
Telephone: (972) 941-7250

If to NTTA, addressed to it at:

North Texas Tollway Authority
Attn: Executive Director
5900 W. Plano Parkway, Suite 100
Plano, TX 75093

or

North Texas Tollway Authority
Attn: Executive Director
P.O. Box 260928
Plano, Texas 75026-0928

Telephone: 214-461-2000

ARTICLE 8 – MISCELLANEOUS PROVISIONS

8.1 **Recitals Incorporated.** The recitations set forth in the recitals at the beginning of this Agreement are true and correct and are hereby incorporated into the body of this Agreement.

8.2 **Relationship of Parties.** The parties do not intend that this Agreement be construed as creating a principal and agent relationship, partnership, joint venture, or any association between the parties, it being understood and agreed that none of the provisions contained herein or any acts of the parties in the performance of their respective obligations hereunder shall be deemed to create any relationship between the parties other than the relationship of NTTA and Plano. It is understood and agreed that this Agreement does not appoint either party as an agent of the other for any purpose whatsoever. Neither party shall in any way assume any of the liability of the other for acts of the other or obligations of the other.

8.3 **Entire Agreement.** This Agreement contains the entire agreement of the parties with respect to the matters contained herein and may not be modified or terminated except upon the provisions hereof or by the mutual written agreement of the parties hereto.

8.4 **No Assignment.** Plano has no right or authority to assign its rights and/or obligations or to delegate its duties under this Agreement without NTTA's prior written approval, and such approval may be granted, conditioned, or withheld at NTTA's sole discretion. Any attempted assignment or delegation without such approval will be void and constitute a material breach of this Agreement.

8.5 **Governing Law; Venue.** The laws of the State of Texas shall govern the interpretation, validity, performance and enforcement of this Agreement, without regard to conflict of law principles. This Agreement is performable in Collin County, Texas, and the exclusive venue for any action arising out of this Agreement shall be a court of appropriate jurisdiction in Collin County, Texas.

8.6 **Consideration.** This Agreement is executed by the parties without coercion or duress and for substantial consideration, the sufficiency of which is forever confessed.

8.7 **Counterparts.** This Agreement may be executed in a number of identical counterparts, each of which shall be deemed an original for all purposes. An electronic mail signature will also be deemed to constitute an original if properly executed.

8.8 **Authority to Execute.** The individuals executing this Agreement on behalf of the respective parties below represent to each other and to others that all appropriate and necessary action has been taken to authorize the individual who is executing this Agreement to do so for and on behalf of the party for which his or her signature appears, that there are no other parties or entities required to execute this Agreement in order for the same to be an authorized and binding agreement on the party for whom the individual is signing this Agreement and that each individual affixing his or her signature hereto is authorized to do so, and such authorization is valid and effective on the Effective Date (hereinafter defined) of this Agreement.

8.9 **Savings/Severability.** In the event that a term, condition or provision of this Agreement is determined to be invalid, illegal, void, unenforceable or unlawful by a court of competent jurisdiction, then that term, condition or provision shall be deleted and the remainder of the Agreement shall remain in full force and effect as if such invalid, illegal, void, unenforceable or unlawful provision had never been contained in this Agreement.

8.10 **Representations.** Each signatory represents this Agreement has been read by the party for which this Agreement is executed and that such party has had an opportunity to confer with its counsel.

8.11 **No Third Party Beneficiaries.** Nothing in this Agreement shall be construed to create any right in any third party not a signatory to this Agreement, and the parties do not intend to create any third party beneficiaries by entering into this Agreement.

8.12 **Waiver.** Waiver by either party of any breach of this Agreement, or the failure of either party to enforce any of the provisions of this Agreement, at any time, shall not in any way affect, limit or waive such party's right thereafter to enforce and compel strict compliance.

8.13 **Immunity.** The parties acknowledge and agree that, in executing and performing this Agreement, neither party has waived, nor shall be deemed to have waived, any defense or immunity, including governmental, sovereign and official immunity, that would otherwise be available to it against claims arising in the exercise of governmental powers and functions. By

entering into this Agreement, the parties do not create any obligations, express or implied, other than those set forth herein.

8.14 **Reference to Plano.** When referring to “Plano” herein, this Agreement shall refer to and be binding on Plano and its officers, agents, representatives, employees, contractors, subcontractors, and/or any other third parties for whom Plano is legally responsible.

8.15 **Reference to NTTA.** When referring to “NTTA” herein, this Agreement shall refer to and be binding on NTTA and its officers, agents, representatives, employees, contractors, subcontractors, and/or any other third parties for whom NTTA is legally responsible.

8.16 **Reference to PGBT.** As used in this Agreement, the term “PGBT” includes all main travel lanes, ramps, toll lanes, tolling equipment, drainage facilities, utility facilities, appurtenant improvements, and other real and personal property, including right of way, owned in fee or easement by NTTA that is or may be used for the construction, operation, and maintenance of the turnpike project operated by NTTA and currently known as the President George Bush Turnpike.

8.17 **Reference to SRT.** As used in this Agreement, the term “SRT” includes all main travel lanes, ramps, toll lanes, tolling equipment, drainage facilities, utility facilities, appurtenant improvements, and other real and personal property, including right of way, owned in fee or easement by NTTA that is or may be used for the construction, operation, and maintenance of the turnpike project operated by NTTA and currently known as the Sam Rayburn Tollway.

8.18 **Miscellaneous Drafting Provisions.** This Agreement shall be deemed drafted equally by the parties hereto. The language of all parts of this Agreement shall be construed as a whole according to its fair meaning, and any presumption or principle that the language herein is to be construed against either party shall not apply. Headings in this Agreement are for the convenience of the parties and are not intended to be used in construing this document.

[Signature page follows.]

IN WITNESS WHEREOF, the parties have executed this Agreement and caused this Agreement to be effective when all the parties have signed it. The date this Agreement is signed by the last party to sign it (as indicated by the date associated with that party's signature below) will be deemed the effective date of this Agreement ("Effective Date").

CITY OF PLANO, TEXAS,
a Texas home-rule municipality

By: _____
Mark D. Israelson, City Manager
Date: _____

NORTH TEXAS TOLLWAY AUTHORITY,
a regional tollway authority

By: _____
James F. Hofmann, Executive Director
Date: _____

EXHIBIT A

Trail Property

CITY OF PLANO
PRESTON RIDGE TRAIL CONNECTOR
PEDESTRIAN ACCESS EASEMENT

NTTA
DESCRIPTION

BEING A 2,639 SQUARE FOOT STRIP OF LAND IN THE MARTHA McBRIDE SURVEY, ABSTRACT NO. 553, COLLIN COUNTY, CITY OF PLANO, TEXAS, BEING OUT OF LOT 1, BLOCK 1, NORTH TEXAS TOLLWAY AUTHORITY, AN ADDITION TO THE CITY OF PLANO AS RECORDED IN CABINET P, SLIDE 314 OF THE DEED RECORDS OF COLLIN COUNTY, TEXAS (DRCCT), AS SHOWN ON THE ATTACHED EXHIBIT "A" AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

IT IS THE INTENT TO DESCRIBE A VARIABLE WIDTH STRIP OF LAND OFF THE ENTIRE WEST SIDE OF SAID NTTA TRACT:

The POINT OF BEGINNING is a 1 inch iron rod found on the east line of the Right of Way for Ohio Drive, being at the south end of a corner clip for the south line of the Right of Way for Tradition Trail;

THENCE North 44°44'54" East, with said corner clip, a distance of 7.08 feet to a point;

THENCE South 00°11'37" East, departing the Right of Way for Ohio Drive and Tradition Trail and crossing said NTTA tract, a distance of 72.47 feet to a point at the beginning of a tangent curve to the left;

THENCE along said curve to the left, having a radius of 633.50 feet, through a central angle of 18°25'31", an arc distance of 203.72 feet, and having a chord which bears South 09°24'22" East, a distance of 202.85 feet to a point at the beginning of a tangent curve to the right;

THENCE along said curve to the right, having a radius of 556.50 feet, through a central angle of 11°39'23", an arc distance of 113.22 feet, and having a chord which bears South 12°46'29" East, a distance of 113.02 feet to a point of tangent;

THENCE South 06°56'47" East, a distance of 18.44 feet to a point at the beginning of a tangent curve to the left;

THENCE along said curve to the left, having a radius of 43.50 feet, through a central angle of 26°12'05", an arc distance of 19.89 feet, and having a chord which bears South 20°02'50" East, a distance of 19.72 feet to a point of tangent;

THENCE South 34°43'42" East, a distance of 15.35 feet to a point on the north line of a tract of land as deeded to Texas Power and Light, as recorded in Volume 659, Page 68, DRCCT;

THENCE North $80^{\circ}16'46''$ West, along the south line of said NTTA tract, being the north line of said Texas Power and Light tract, a distance of 19.84 feet to a point on the east line of the Right of Way for Ohio Drive, said point being at the beginning of a non-tangent curve to the left;

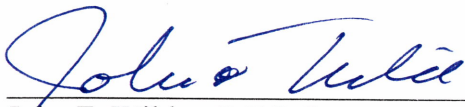
THENCE along said Right of Way curve to the left, having a radius of 592.50 feet, through a central angle of $16^{\circ}40'51''$, an arc distance of 172.50 feet, and having a chord which bears North $10^{\circ}59'47''$ West, a distance of 171.89 feet to a point at the beginning of a tangent curve to the right;

THENCE along said Right of Way curve to the right, having a radius of 507.04 feet, through a central angle of $19^{\circ}00'12''$, an arc distance of 168.17 feet, and having a chord which bears North $09^{\circ}47'12''$ West, a distance of 167.40 feet to a point of tangent;

THENCE North $00^{\circ}11'37''$ West, continue with said Right of Way line, a distance of 90.18 feet to the POINT OF BEGINNING, and containing 2,639 square feet of land.

NOTE:

All bearings are based on the Texas Coordinate System, N.A.D. 83 (1993 Adj.), North Central Zone, 4202.

 07.30.14

John F. Wilder, R.P.L.S. Date
Texas Registration No. 4285,
BW2 Engineers, Inc.



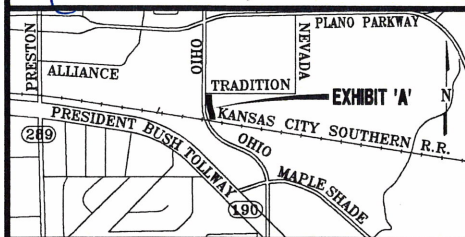
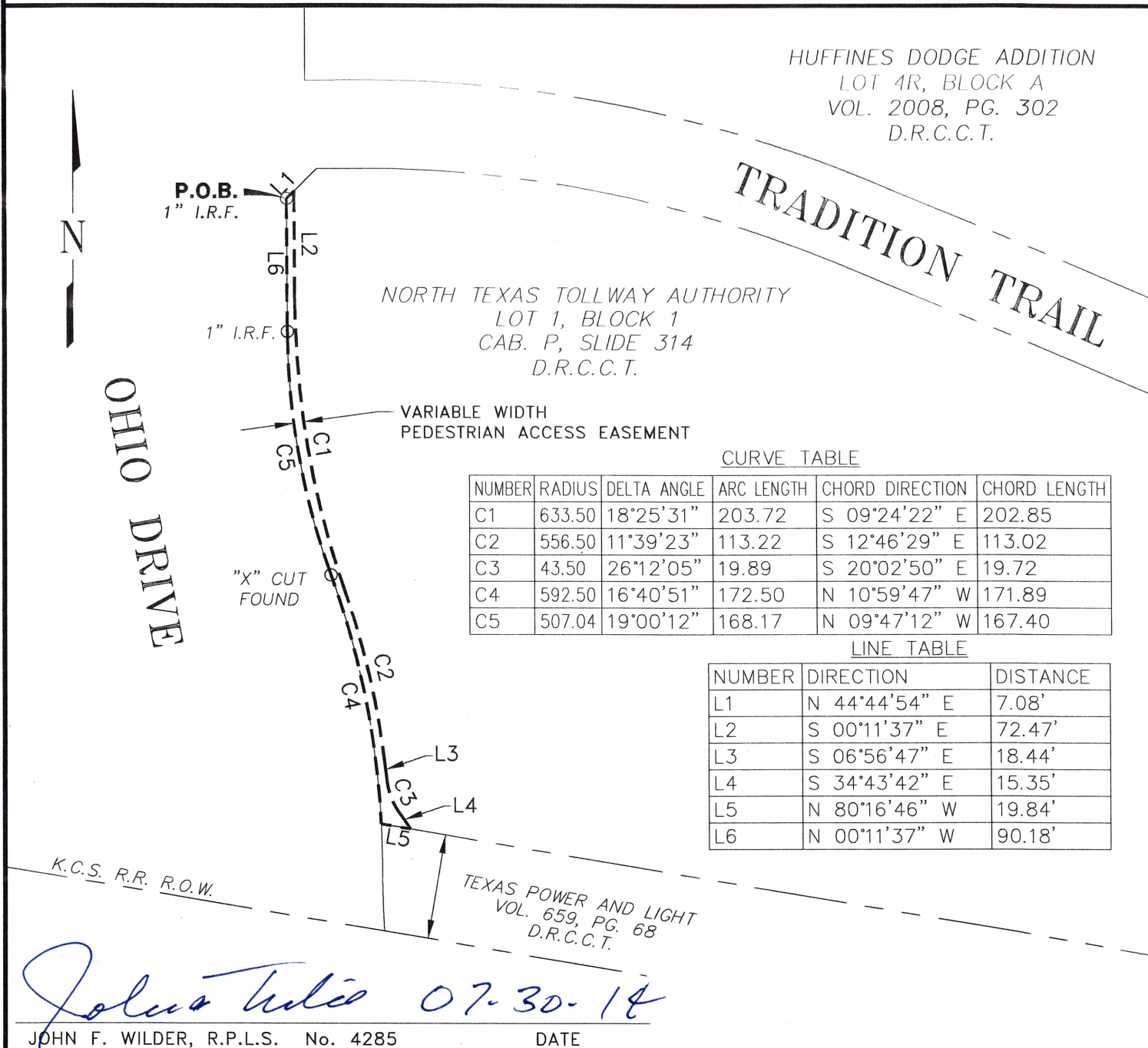
SURVEY: MARTHA McBRIDE SURVEY, ABSTRACT NO. 553

LOCATION: PLANO, COLLIN COUNTY, TX

PLAT OF EXHIBIT 'A': 2,639 S.F. PEDESTRIAN ACCESS ESMT.

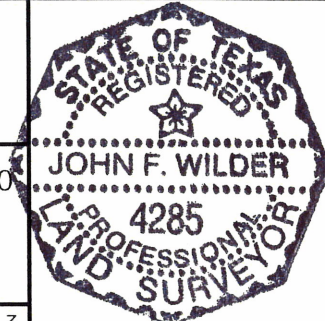
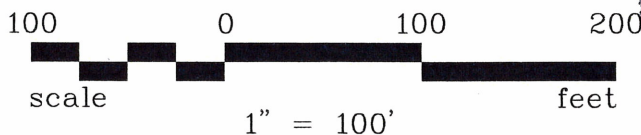
CITY OF PLANO, TEXAS
PRESTON RIDGE TRAIL CONNECTOR
PEDESTRIAN ACCESS EASEMENT
NTTA

NOTE: THE BASIS OF BEARINGS FOR THIS SURVEY IS THE TEXAS STATE PLANE NAD83 NORTH CENTRAL ZONE (4202)



BW2 ENGINEERS, INC.

1919 S. Shiloh Road
Suite 500, L.B. 27
Garland, Texas 75042
(972) 864-8200 (T) (972) 864-8220 (F)
Firm Registration No. F-5290



BW2 JOB NO: 11-1511

DRAWN BY: BW2

DATE: JULY, 2014

CHECKED BY: BW2

J: \\11-1511\\DRAWINGS\\ESMTS\\NTTA.DWG

PAGE 3 OF 3

EXHIBIT "B"
CITY OF PLANO
PRESTON RIDGE TRAIL CONNECTOR
PUBLIC HIKE & BIKE TRAIL EASEMENT
NTTA RIGHT OF WAY
(GEORGE BUSH TOLLWAY)
DESCRIPTION

BEING A 6,297 SQUARE FOOT STRIP OF LAND IN THE MARTHA McBRIDE SURVEY, ABSTRACT NO. 553, COLLIN COUNTY, CITY OF PLANO, TEXAS, BEING A PORTION OF THE GEORGE BUSH TOLLWAY (NTTA OWNERSHIP), AS SHOWN ON THE ATTACHED EXHIBIT "B" AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

IT IS THE INTENT TO DESCRIBE A VARIABLE WIDTH STRIP OF LAND ALONG THE EAST SIDE OF OHIO DRIVE;

The **Point of Commencing** is a half inch iron rod found for the southwest corner of Quick-Way Retail as recorded in Cabinet Y, Page 679, Plat Records of Collin County, Texas, being on the north Right of Way line of the George Bush Tollway (NTTA), a variable width public right of way and being on the east Right of Way line of Ohio Drive;

THENCE South $46^{\circ}01'10''$ East, along the northeasterly Right of Way line of said George Bush Tollway, being the southwesterly line of said Quick-Way Retail site for a distance of 7.67 feet to a point for corner, being the **Point of Beginning** of this description;

THENCE South $46^{\circ}01'10''$ East continuing along said right of way line for a distance of 22.09 feet to a point for corner, being the beginning of a non tangent curve to the right;

THENCE southwesterly along the arc of a non tangent curve to the right with a radius of 106.50 feet, a central angle of $29^{\circ}58'14''$, a chord bearing of South $07^{\circ}37'22''$ West, a chord distance of 55.08 for an arc length of 55.71 feet to a point for corner;

THENCE South $22^{\circ}36'28''$ West for a distance of 17.90 feet to a point for corner, being the beginning of a curve to the left;

THENCE southwesterly along the arc of a curve to the left with a radius of 93.50 feet, a central angle of $21^{\circ}18'53''$, a chord bearing of South $11^{\circ}57'02''$ West, a chord distance of 34.58 feet for an arc length of 34.78 feet to a point for corner;

THENCE South $00^{\circ}25'18''$ East for a distance of 275.13 feet to a point for corner, being the beginning of a curve to the left;

THENCE southeasterly along the arc of a curve to the left with a radius of 656.00 feet, a central angle of $02^{\circ}35'19''$, a chord bearing of South $01^{\circ}57'11''$ East, a chord distance of 29.63 feet, for an arc length of 29.64 feet to a point for corner, being the beginning of a curve to the right;

THENCE southeasterly along the arc of a curve to the right, with a radius of 744.00 feet, a central angle of $02^{\circ}16'11''$, a chord bearing of South $02^{\circ}06'45''$ East, a chord distance of 29.47, for an arc length of 29.47 to a point for corner, being the beginning of a curve to the left;

THENCE southeasterly along the arc of a curve to the left, with a radius of 148.00 feet, a central angle of $04^{\circ}56'37''$, a chord bearing of South $03^{\circ}26'59''$ East, a chord distance of 12.77 feet for an arc length of 12.77 feet to a point for corner, being the beginning of a curve to the left;

THENCE southeasterly along the arc of a curve to the left, with a radius of 148.00 feet, a central angle of $10^{\circ}14'05''$, a chord bearing of South $11^{\circ}02'20''$ East, a chord distance of 26.40 feet, for an arc length of 26.44 feet to a point for corner;

THENCE South $16^{\circ}09'22''$ East for a distance of 20.23 feet to a point for corner, being the beginning of a curve to the left;

THENCE southeasterly along the arc of a curve to the left, with a radius of 43.74 feet, a central angle of $43^{\circ}30'33''$, a chord bearing of South $37^{\circ}02'55''$ East, a chord distance of 32.43 feet, for an arc length of 33.22 feet to a point for corner;

THENCE South $31^{\circ}35'05''$ West for a distance of 8.79 feet to a point for corner;

THENCE North $49^{\circ}09'10''$ West for a distance of 33.16 feet to a point for corner;

THENCE North $16^{\circ}09'22''$ West for a distance of 28.61 feet to a point for corner, being the beginning of a curve to the right;

THENCE northwesterly along the arc of a curve to the right, with a radius of 156.83 feet, a central angle of $06^{\circ}47'49''$, a chord bearing of North $12^{\circ}57'43''$ West, a chord distance 18.59 feet, for an arc length of 18.60 feet to a point for corner;

THENCE North $00^{\circ}23'45''$ West for a distance of 23.97 feet to a point for corner, being the beginning of a curve to the left;

THENCE northwesterly along the arc of a curve to the left with a radius of 733.00 feet, a central angle of $02^{\circ}16'11''$, a chord bearing of North $02^{\circ}06'45''$ West, a chord distance of 29.03 for an arc length of 29.04 to a point for corner, being the beginning of a curve to the right;

THENCE northwesterly along the arc of a curve to the right with a radius of 667.00 feet, a central angle of $02^{\circ}35'20''$, a chord bearing of North $01^{\circ}57'11''$ West, a chord distance of 30.14 for an arc length of 30.14 to a point for corner;

THENCE North $00^{\circ}25'15''$ West for a distance of 275.47 feet to a point for corner, being the beginning of a curve to the right;

THENCE northeasterly along the arc of a curve to the right with a radius of 667.83 feet, a central angle of $01^{\circ}38'36''$, a chord bearing of North $02^{\circ}05'46''$ East, a chord distance of 19.15 for an arc length of 19.16 feet to a point for corner, being the beginning of a curve to the left;

THENCE northeasterly along the arc of a curve to the left with a radius of 692.00 feet, a central angle of $00^{\circ}15'43''$, a chord bearing of North $02^{\circ}53'51''$ East, a chord distance of 3.16 feet, for an arc length of 3.16 feet to a point for corner, being the beginning of a curve to the right;

THENCE northeasterly along the arc of a curve to the right with a radius of 106.50, a central angle of $09^{\circ}14'17''$, a chord bearing of North $17^{\circ}59'20''$ East, a chord distance of 17.15, for an arc length of 17.17 feet to a point for corner;


THENCE North $22^{\circ}36'28''$ East for a distance of 17.90 feet to a point for corner, being the beginning of a curve to the left;

THENCE northeasterly along the arc of a curve to the left with a radius of 93.50 feet, a central angle of $33^{\circ}39'49''$, a chord bearing of North $05^{\circ}46'34''$ East, a chord distance of 54.15 feet, for an arc length of 54.94 feet to a point for corner;

THENCE North $11^{\circ}03'21''$ West for a distance of 6.25 feet to a point for corner, being the beginning of a curve to the right;

THENCE Northwesterly along the arc of a curve to the right with a radius of 106.50 feet, a central angle of $02^{\circ}41'18''$, a chord bearing of North $09^{\circ}42'42''$ West, a chord distance of 5.00 feet, for an arc length of 5.00 feet to the Point of Beginning and containing 6,297 square feet of land.

All bearings are based on the Texas Coordinate System, N.A.D. 83 (1993 Adj.), North Central Zone, 4202.


Clifford E. Cameron, R.P.L.S.
Texas Registration No. 6415,
BW2 Engineers, Inc.

10/23/19
Date

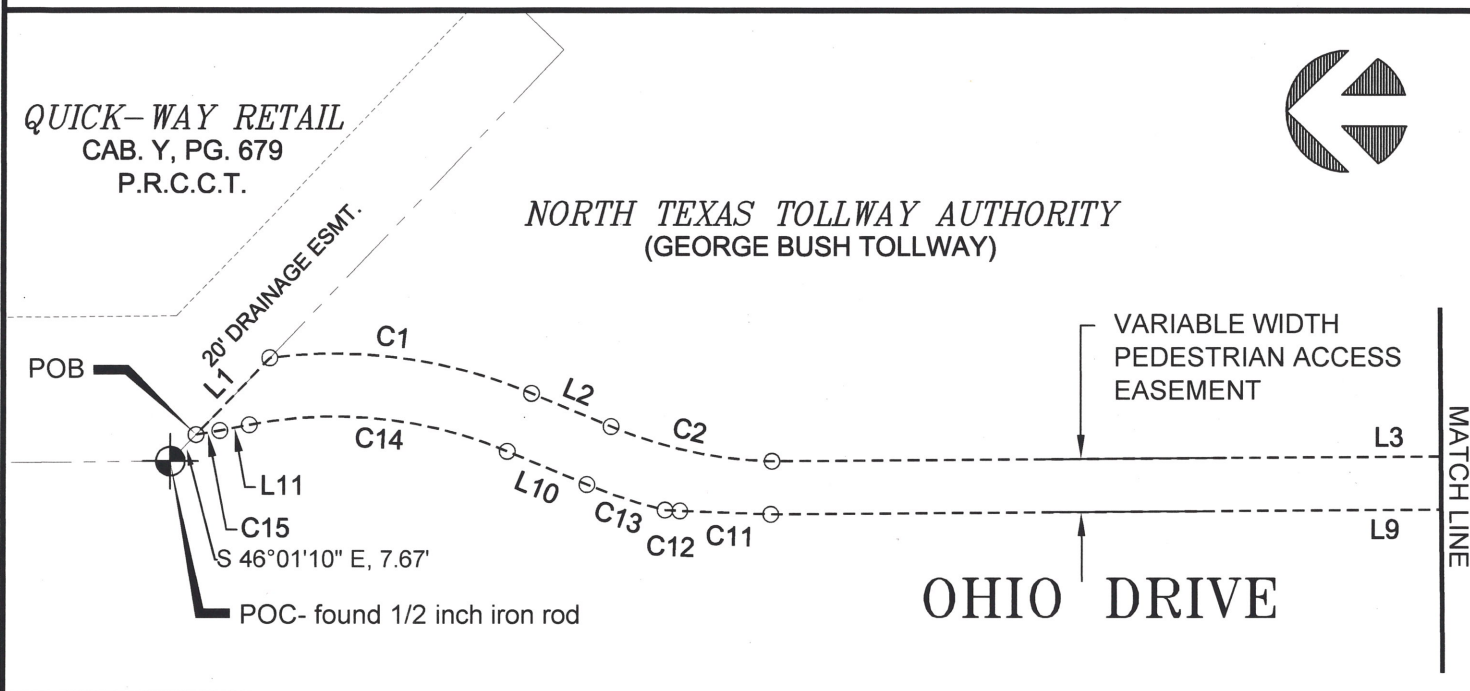
SURVEY: MARTHA McBRIDE SURVEY ABST. 553

LOCATION: CITY OF PLANO & CITY OF DALLAS, TX

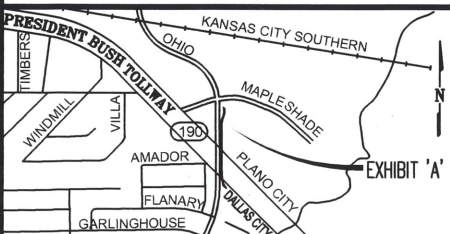
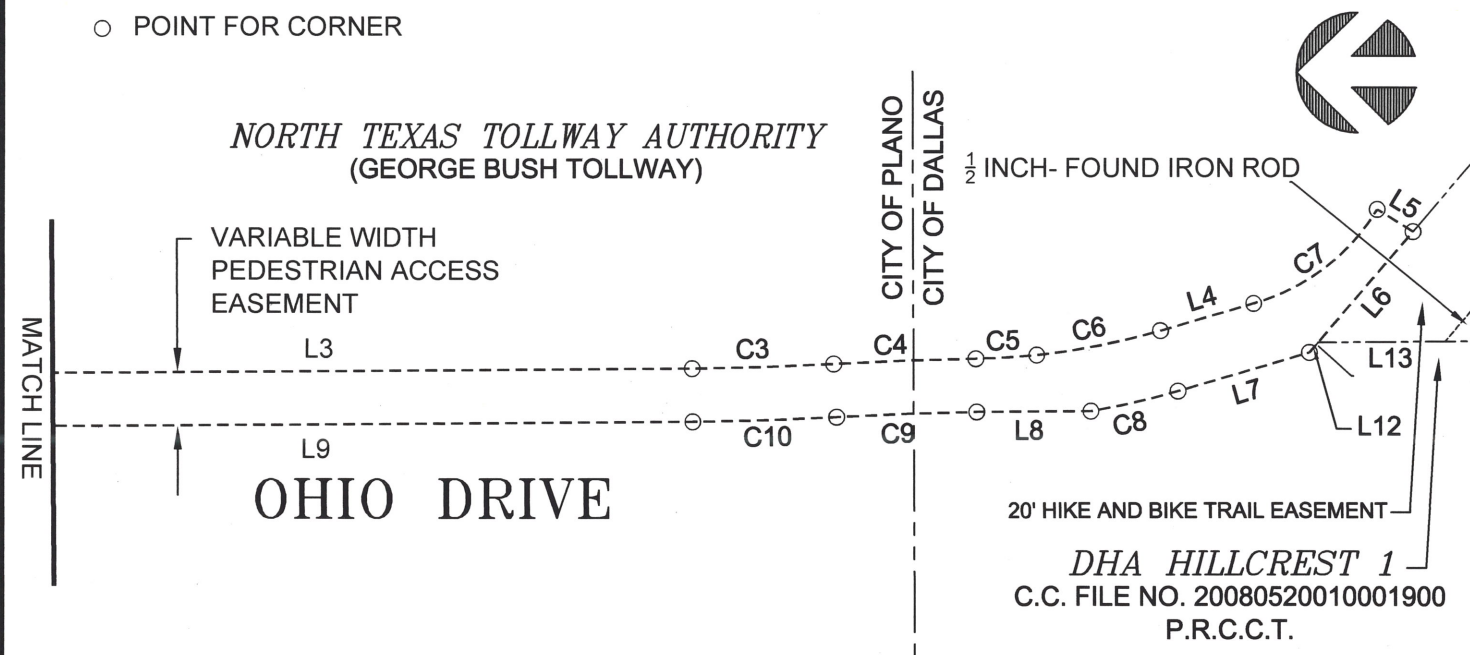
PLAT OF EXHIBIT "B": 6,297 S.F. PED. ACCESS ESMT.

CITY OF PLANO, TEXAS
PRESTON RIDGE TRAIL CONNECTOR
PEDESTRIAN ACCESS EASEMENT
NTTA

NOTE: THE BASIS OF BEARINGS FOR THIS SURVEY IS THE TEXAS STATE PLANE NAD83 NORTH CENTRAL ZONE (4202)



○ POINT FOR CORNER



LOCATION MAP OF EASEMENT - N.T.S.

BW2 JOB NO: 11-1151

DRAWN BY: BW2

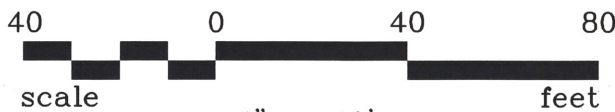
DATE: October 23, 2019

CHECKED BY: BW2



BW2 ENGINEERS, INC.

1919 S. Shiloh Road
Suite 500, L.B. 27
Garland, Texas 75042
(972) 864-8200 (T) (972) 864-8220 (F)
Firm Registration No. F-5290



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SURVEY: MARTHA McBRIDE SURVEY ABST. 553

LOCATION: CITY OF PLANO & CITY OF DALLAS, TX

PLAT OF EXHIBIT "B": 6,297 S.F. PED. ACCESS ESMT.

CITY OF PLANO, TEXAS
PRESTON RIDGE TRAIL CONNECTOR
PEDESTRIAN ACCESS EASEMENT
NTTA

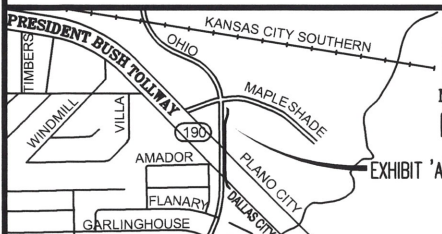
NOTE: THE BASIS OF BEARINGS FOR THIS SURVEY IS THE TEXAS STATE PLANE NAD83 NORTH CENTRAL ZONE (4202)

LINE TABLE

NUMBER	DIRECTION	DISTANCE
L1	S 46°01'10" E	22.09'
L2	S 22°36'28" W	17.90'
L3	S 00°25'18" E	275.13'
L4	S 16°09'22" E	20.23'
L5	S 31°35'05" W	8.79'
L6	N 49°09'10" W	33.16'
L7	N 16°09'22" W	28.61'
L8	N 00°23'45" W	23.97'
L9	N 00°25'15" W	275.47'
L10	N 22°36'28" E	17.90'
L11	N 11°03'21" W	6.25'
L12	N 49°09'10" W	2.71'
L13	N 00°26'28" W	463.71'

CURVE TABLE

NUMBER	RADIUS	DELTA ANGLE	ARC LENGTH	CHORD DIRECTION	CHORD LENGTH
C1	106.50	29°58'14"	55.71	S 07°37'22" W	55.08
C2	93.50	21°18'53"	34.78	S 11°57'02" W	34.58
C3	656.00	02°35'19"	29.64	S 01°57'11" E	29.63
C4	744.00	02°16'11"	29.47	S 02°06'45" E	29.47
C5	148.00	04°56'37"	12.77	S 03°26'59" E	12.77
C6	148.00	10°14'05"	26.44	S 11°02'20" E	26.40
C7	43.74	43°30'33"	33.22	S 37°02'55" E	32.43
C8	156.83	06°47'49"	18.60	N 12°57'43" W	18.59
C9	733.00	02°16'11"	29.04	N 02°06'45" W	29.03
C10	667.00	02°35'20"	30.14	N 01°57'11" W	30.14
C11	667.83	01°38'36"	19.16	N 02°05'46" E	19.15
C12	692.00	00°15'43"	3.16	N 02°53'51" E	3.16
C13	106.50	09°14'17"	17.17	N 17°59'20" E	17.15
C14	93.50	33°39'49"	54.94	N 05°46'34" E	54.15
C15	106.50	02°41'18"	5.00	N 09°42'42" W	5.00

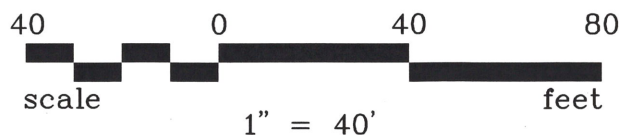


LOCATION MAP OF EASEMENT - N.T.S.



BW2 ENGINEERS, INC.

1919 S. Shiloh Road
Suite 500, L.B. 27
Garland, Texas 75042
(972) 864-8200 (T) (972) 864-8220 (F)
Firm Registration No. F-5290



BW2 JOB NO: 11-1151

DRAWN BY: BW2

DATE: October 23, 2019

CHECKED BY: BW2

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5 OF 5

EXHIBIT "C"
CITY OF PLANO, TEXAS
BEING A PORTION OF THE NTTA/ TXDOT R.O.W.
S.M. PULLIAM SURVEY, ABSTRACT NO.707

30 FOOT WIDE PEDESTRIAN ACCESS EASEMENT

BEING a 9,460 square foot parcel out of the S.M. Pulliam Survey, Abstract No. 707, City of Plano, Texas, being a portion of State Highway 121, being a variable width NTTA / TXDOT right of way, more particularly described as follows;

COMMENCING at a TXDOT monument found for the northwest corner of Lot 4, Block A of Custer Creek Center Addition according to plat recorded in Cabinet Q, Page 14, Plat Records of Collin County, Texas,

THENCE North $67^{\circ}03'16''$ East along the northwesterly line of said Lot 4 for a distance of 27.27 feet to a point for corner, being the **Point of Beginning**, being the beginning of a non tangent curve to the left;

THENCE northeasterly along said curve to the left with a radius of 85.00 feet, a central angle of $28^{\circ}05'57''$, an arc distance of 41.69 feet, a chord which bears North $08^{\circ}33'20''$ East for a chord distance of 41.27 feet to a point for corner;

THENCE North $05^{\circ}29'39''$ West for a distance of 53.24 feet to a point for corner;

THENCE North $09^{\circ}00'52''$ West for a distance of 52.12 feet to a point for corner, being the beginning of a curve to the left;

THENCE northwesterly along said curve to the left with a radius of 245.00 feet, a central angle of $21^{\circ}41'43''$, an arc distance of 92.77 feet, a chord which bears North $19^{\circ}51'44''$ West, for a chord distance of 92.22 feet to a point for corner;

THENCE North $30^{\circ}42'36''$ West for a distance of 77.75 feet to a point for corner, being on the southeasterly City of Plano City limits line (provided by City of Plano GIS information), being South $12^{\circ}37'06''$ East for a distance of 362.86 feet from a found "X" cut being the southeast corner of Lot 9R, Block A, Custer Bridges, Volume 2018, Page 162, Plat Records of Collin County, Texas, being the southwest corner of Lot 11R, Block A, Revised Conveyance Plat of Custer Bridges, Volume 2018, Page 384, Plat Records of Collin County, Texas;

THENCE North $67^{\circ}05'08''$ East along said City of Plano City Limits line for a distance of 30.28 feet to a point for corner;

THENCE South $30^{\circ}42'36''$ East for a distance of 73.64 feet to a point for corner, being the beginning of a curve to the right;

THENCE southeasterly along said curve to the right with a radius of 275.00 feet, a central angle of $21^{\circ}41'43''$, an arc distance of 104.13 feet, a chord which bears South $19^{\circ}51'44''$ East for a chord distance of 103.51 feet to a point for corner;

THENCE South $09^{\circ}00'52''$ East for a distance of 53.05 feet to a point for corner;

THENCE South $05^{\circ}29'39''$ East for a distance of 54.16 feet to a point for corner, being the beginning of a curve to the right;

THENCE southwesterly along said curve to the right with a radius of 115.00 feet, a central angle of $14^{\circ}23'42''$, an arc distance of 28.89 feet, a chord which bears South $01^{\circ}42'12''$ West for a chord distance of 28.82 feet to a point for corner, being on the northwesterly line of Lot 4, Block A of said Custer Creek Center Addition according to plat recorded in Cabinet Q, Page 14, Plat Records of Collin County, Texas;

THENCE South $67^{\circ}03'16''$ West along the Lot line of Lot 4 for a distance of 38.17 feet to the **Point of Beginning**;

Said easement contains 9,460 square feet more or less.

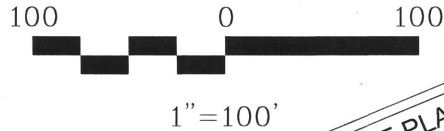
Subject to all easements of record.

Situated in the City of Plano Texas

All bearings are based on the Texas State Plane Coordinate System, N.A.D. 83 (1993 Adj.), North Central Zone.

Clifford E. Cameron 11/11/19
Clifford E. Cameron R.P.L.S. DATE
Texas Registration No. 6415





NUMBER	DIRECTION	DISTANCE
L1	N 67°03'16" E	27.27'
L2	N 05°29'39" W	53.24'
L3	N 09°00'52" W	52.12'
L4	N 30°42'36" W	77.75'
L5	N 67°05'08" E	30.28'
L6	S 30°42'36" E	73.64'
L7	S 09°00'52" E	53.05'
L8	S 05°29'39" E	54.16'
L9	S 67°03'16" W	38.17'

NUMBER	RADIUS	DELTA ANGLE	ARC LENGTH	CHORD DIRECTION	CHORD LENGTH
C1	85.00	28°05'57"	41.69	N 08°33'20" E	41.27
C2	245.00	21°41'43"	92.77	N 19°51'44" W	92.22
C3	275.00	21°41'43"	104.13	S 19°51'44" E	103.51
C4	115.00	14°23'42"	28.89	S 01°42'12" W	28.82



NOTE
 "X" CUT FOUND IS THE SOUTHEAST
 CORNER OF LOT 9R, BLOCK A, CUSTER
 BRIDGES, VOL. 2018, PG. 162, P.R.C.C.T.,
 BEING THE SOUTHWEST CORNER OF LOT
 11R, BLOCK A, REVISED CONVEYANCE
 PLAT OF CUSTER BRIDGES, VOL. 2018, PG.
 384, P.R.C.C.T.

LOT 5, BLOCK A
 REPLAT - LOT 5R, BLOCK 1, CUSTER/121 ADD.
 VOL. 2014, PG. 640
 P.R.C.C.T.

PAGE 3 OF 3
 AREA: 9,460 S.F.

1949ESMT.DWG

NOV. 2019

BW2

1919 S. Shiloh Road
 Suite 500, L.B. 27
 Garland, Texas 75042
 (972) 864-8200 (T) (972) 864-8220 (F)
 Firm Registration No. F-5290
 Firm 10022000

BW2 ENGINEERS, INC.

CITY OF PLANO, TEXAS
 PEDESTRIAN ACCESS EASEMENT
 NTTA/TXDOT R.O.W.
 S.M. PULLIAM SURVEY ABST. NO. 707
EXHIBIT "C"

CITY COUNCIL AGENDA MEMO

MEETING DATE: 12/9/2019
DEPARTMENT: Parks
DIRECTOR: Robin Reeves, Director of Parks and Recreation
AGENDA ITEM: Plano Sports Authority Expansion Agreement
RECOMMENDED ACTION: Approval of Contract / Agreement

ITEM SUMMARY

To approve the modification of the existing lease agreement between Plano Sports Authority, Inc. (PSA) and the City of Plano to allow PSA to expand the gymnasium and construct replacement parking, at PSA's expense, upon 4.1 acres of park land at Enfield Park, located at 601 Seabrook Drive in Plano, Texas; and authorizing the City Manager to execute all necessary documents. **Approved**

PREVIOUS ACTION/PRESENTATION

On September 9, 2019, Parks and Recreation presented to Plano City Council the proposed expansion of the existing Plano Sports Authority gymnasium located at 601 Seabrook Drive. The gymnasium, known locally as PSA2, sits on City of Plano park land leased to PSA for the operation of a gymnasium.

BACKGROUND

The City entered into a 30-year lease agreement with PSA for the use of a portion of Enfield Park for the construction of a gymnasium. In response to the growth of Plano and the increasing demands for indoor sports facilities, PSA has approached the City with a request to expand the PSA2 gymnasium. In order to accommodate the proposed expansion of the gymnasium, the existing lease agreement will be modified. The current lease will be modified to include: expanding the lease property from 3.605 acres to approximately 4.1 acres; relocating approximately 98 parking spaces to a new parking area within the park; and per PSA request, extending the lease term from 30 to 36 years, to expire in 2041. The current lease is in year fourteen.

All costs associated with the construction of the expanded gymnasium and replacement parking will be carried solely by PSA, with no cost to the City. The expansion of the gymnasium will allow PSA to accommodate recreational needs and serve greater numbers of Plano youth and adults. The Department is requesting the Plano City Council authorize the City Manager to execute all documents necessary to effectuate the modification of the existing lease agreement as outlined above. Without the expansion, the PSA2 gymnasium will be less equipped to meet the indoor sports needs of Plano residents.

FINANCIAL SUMMARY/STRATEGIC GOALS

This item has no fiscal impact.

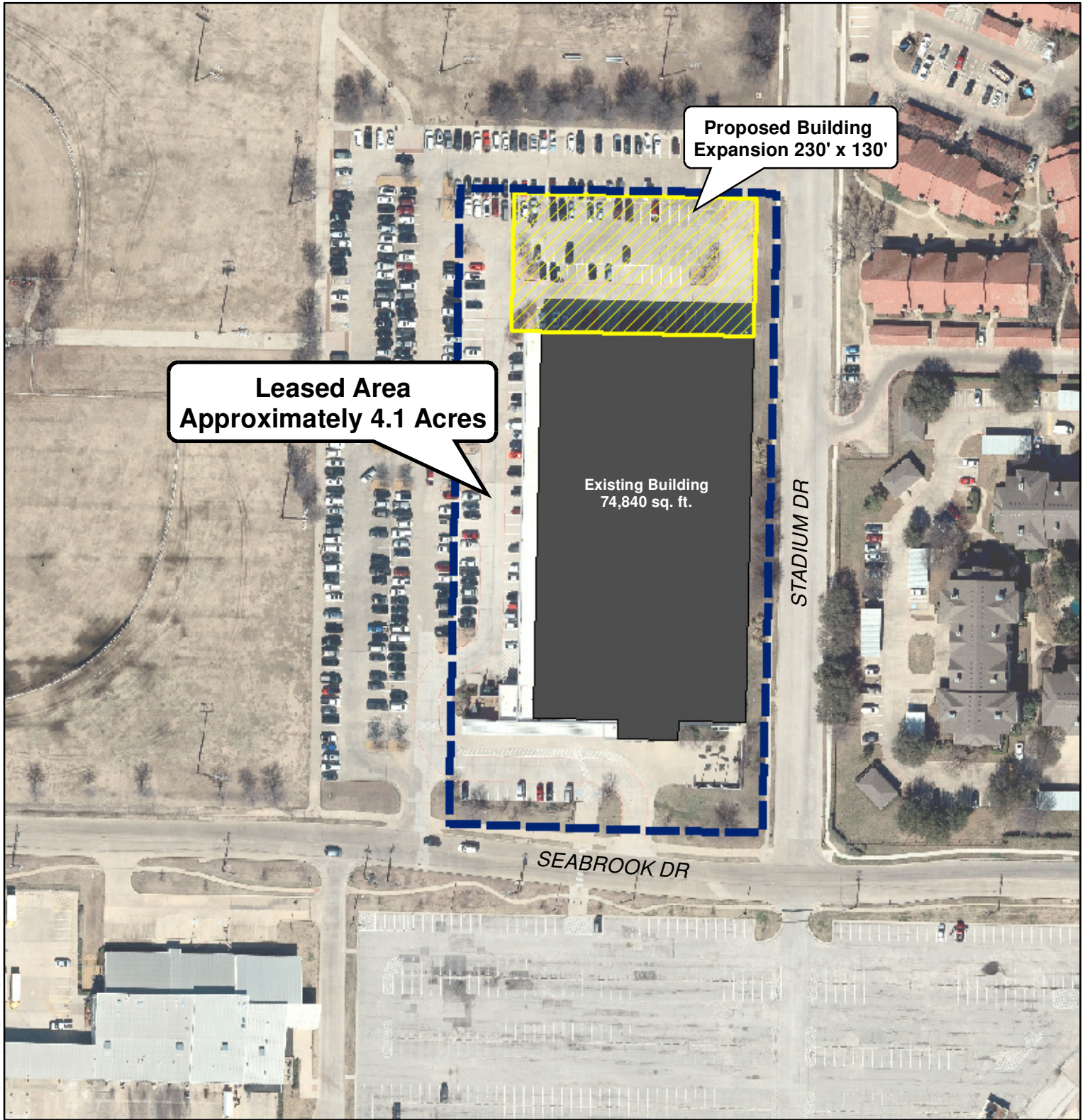
Approval of this item will support the City's Strategic Plan Critical Success Factors of being a Welcoming and Engaged Community with Residential and Commercial Economic Vitality and meets the Plano Tomorrow Pillar of Social Environment.

ATTACHMENTS:

Description	Upload Date	Type
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Proposed PSA2 Expansion
Proposed PSA2 Expansion Project Overview

11/26/2019 Map
11/26/2019 Map



0 100 200
Feet



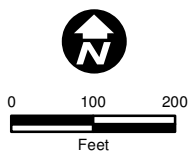
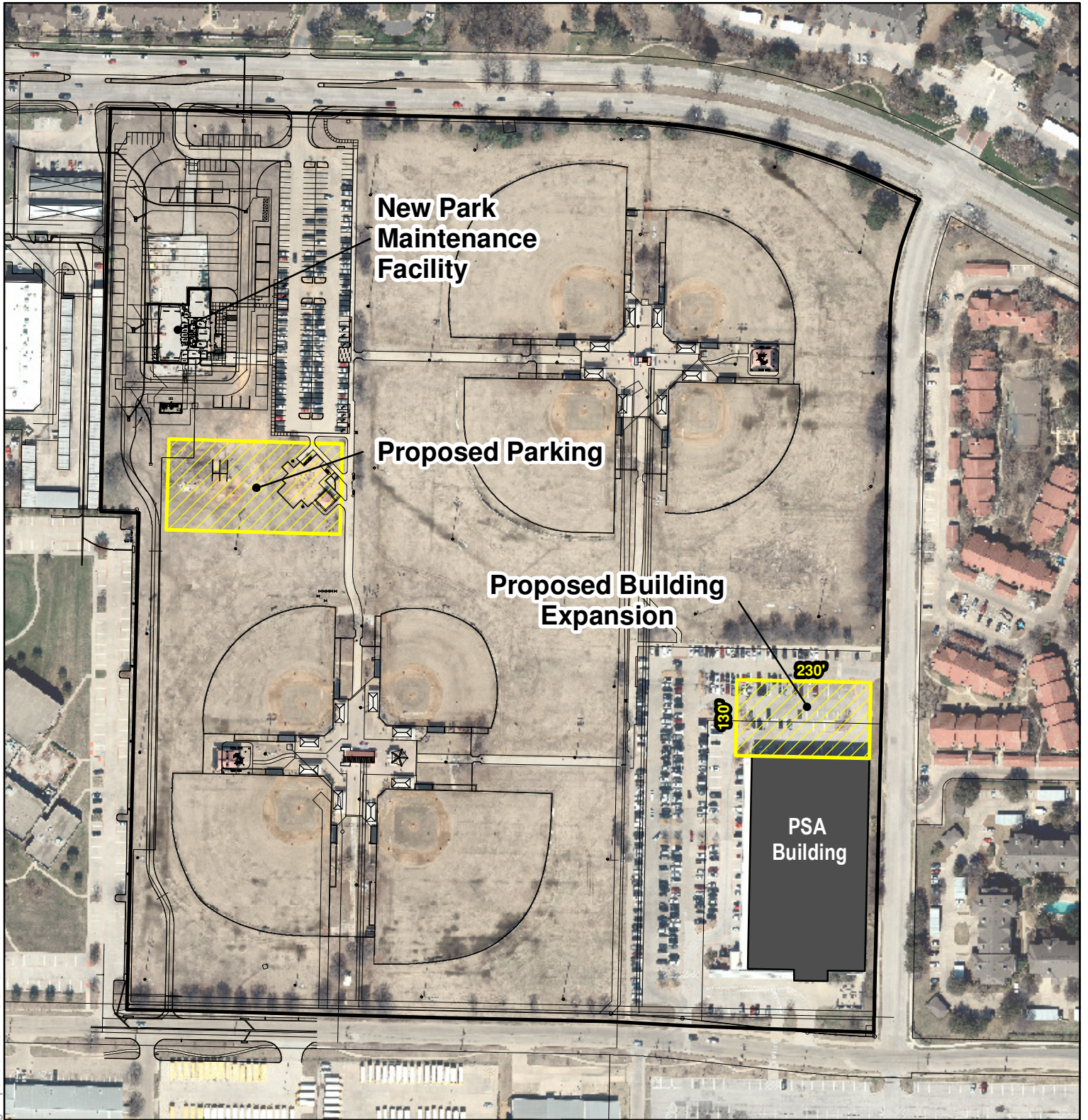
City of Plano Park Planning Division
9/11/2019

PSA 2 Building at Enfield Park

601 Seabrook Drive
Plano, TX 75023

Project Location



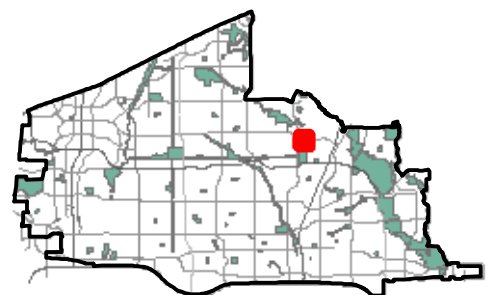


City of Plano Park Planning Division
8/5/2019

Proposed PSA Building Expansion at Enfield Park

601 Seabrook Dr., Plano, TX 75023

Project Location



CITY COUNCIL AGENDA MEMO

MEETING DATE: 12/9/2019
DEPARTMENT: Special Projects
DIRECTOR: Peter Braster, Director of Special Projects
AGENDA ITEM: Resolution on Public Hearing for Levy
RECOMMENDED ACTION: Adoption of Resolutions

ITEM SUMMARY

Resolution No. 2019-12-1(R): To direct the preparation of a proposed assessment roll for the Downtown Plano Public Improvement District, authorizing the City Manager to publish required notice of a public hearing to consider the levying of the proposed assessments on owners of real property within the Downtown Plano Public Improvement District, and establishing an effective date. **Adopted**

PREVIOUS ACTION/PRESENTATION

A resolution to call a public hearing for the preparation of the proposed assessment roll and notice has been enacted yearly since the founding of the Downtown Public Improvement District in 2014.

BACKGROUND

Chapter 372 of the Texas Local Government Code (the "Act") allows for the creation of public improvement districts in municipalities to finance certain supplemental services and public improvements within a district by means of special assessments levied on real property within the district. The Act further requires the City Council to hold a public hearing, notice of which must be provided in written form to all property owners and published in a newspaper of general circulation in the city, before levying any assessment. If the resolution is adopted, the public hearing will be scheduled for January 13, 2020.

FINANCIAL SUMMARY/STRATEGIC GOALS

This item has no immediate financial impact; however, it is expected that the City of Plano's practice of contributing \$50,000 annually to the Public Improvement District (PID) will not change over the renewal term for the district. The City of Plano's PID contribution was included in the 2019-20 General Fund Budget and is anticipated to continue in future years.

Approval of this Resolution supports the City's Strategic Plan Critical Success Factors of Residential and Commercial Economic Vitality and Excellent, Innovative, and Accountable City Government, as well as the Plano Tomorrow Plan Pillars for Built Environment and Economic Environment.

ATTACHMENTS:

Description	Upload Date	Type
Resolution	12/4/2019	Resolution

A Resolution of the City of Plano, Texas, directing the preparation of a proposed assessment roll for the Downtown Plano Public Improvement District, authorizing the City Manager or his designee to publish required notice of a public hearing to consider the levying of the proposed assessments on owners of real property within the Downtown Plano Public Improvement District, and establishing an effective date.

WHEREAS, Chapter 372 of the Texas Local Government Code (the “Act”) allows for the creation of public improvement districts in municipalities to finance certain supplemental services and public improvements within a district by means of special assessments levied on real property within the district; and

WHEREAS, on November 13, 2017, the City Council approved Resolution No. 2017-11-2(R) authorizing the renewal of the Downtown Plano Public Improvement District; and

WHEREAS, the Act requires the preparation of a proposed assessment roll that states the assessment against each parcel of land within the district, as determined by the method of assessment chosen by the City of Plano; and

WHEREAS, the Act further requires the City Council to hold a public hearing, notice of which must be provided in written form to all property owners and published in a newspaper of general circulation in the city, before levying any assessment;

NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF PLANO, TEXAS:

Section I. The City Council hereby directs the City Manager or his designee to prepare a proposed assessment roll for the District, stating the assessment against each parcel of land in the District, as determined by the method of assessment chosen by the City, and to file the proposed assessment roll with the City Secretary. The proposed assessment roll shall be available for public inspection in accordance with the Act.

Section II. The City Manager or his designee is hereby directed to schedule a public hearing to consider public testimony concerning the proposed assessment roll and to provide notice of the City Council’s intention to consider the proposed assessment roll at the public hearing as prescribed in the Act.

Section III. This Resolution shall become effective immediately upon its passage.

DULY PASSED AND APPROVED this 9th day of December, 2019.

Harry LaRosiliere, MAYOR

ATTEST:

Lisa C. Henderson, CITY SECRETARY

APPROVED AS TO FORM:

Paige Mims, CITY ATTORNEY

CITY COUNCIL AGENDA MEMO

MEETING DATE: 12/9/2019
DEPARTMENT: Finance
DIRECTOR: Denise Tacke, Director of Finance
AGENDA ITEM: Resolution to Designate Authorized Representatives
RECOMMENDED ACTION: Adoption of Resolutions

ITEM SUMMARY

Resolution No. 2019-12-2(R): To designate the City of Plano to transact business with TexasTERM Pool/TexasDAILY Pool/TexasTERM CP Pool, Texas CLASS Pool and Texas FIT Pool, public funds investment pools; and providing an effective date. **Adopted**

FINANCIAL SUMMARY/STRATEGIC GOALS

This item has no financial impact.

This Resolution will support the City's Strategic Plan Critical Success Factor of Excellent, Innovative, and Accountable City Government.

ATTACHMENTS:

Description	Upload Date	Type
Resolution to designate authorized representatives	11/26/2019	Resolution

A Resolution of the City of Plano, Texas, designating the City of Plano to transact business with TexasTERM Pool/TexasDAILY Pool/TexasTERM CP Pool, Texas CLASS Pool and Texas FIT Pool, public funds investment pools; and providing an effective date.

WHEREAS, the Public Funds Investment Act (the “Act”) provides for the creation of public funds investment pools to which any local government or state agency of the State of Texas may delegate, by contract, the authority to hold legal title as custodian and to make investments purchased with local funds; and

WHEREAS, TexasTERM Pool/TexasDAILY Pool/TexasTERM CP Pool, Texas CLASS Pool, and the U.S. Fixed Income Trust ("US FIT") and its Texas public funds investment pools (“Texas FIT” or “TX-FIT”) were created under the Act to meet the investment objectives of preservation and safety of principal, liquidity, and yield consistent with the Act (the “investment objective”); and

WHEREAS, the City of Plano, TX (“Participant”) is a local government or state agency of the State of Texas, is permitted to invest local funds under the Act, and has determined that investing in TexasTERM Pool/TexasDAILY Pool/TexasTERM CP Pool, Texas CLASS Pool and Texas FIT Pool is in the Participant’s best interest; and

WHEREAS, Participant is a local government of the State of Texas which has delegated to TexasTERM /TexasDAILY /TexasTERM CP, Texas CLASS and Texas FIT public funds investment pool, the authority to invest funds and to act as custodian of investments purchased with local investment funds.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF PLANO, TEXAS, THAT:

Section I. The individuals who are named in the City Of Plano’s investment policy as Investment Officers are Authorized Representatives and will have primary responsibility for performing transactions and receiving confirmations and monthly statements.

Section II. This Resolution shall become effective immediately upon its passage and shall continue in full force and effect until amended or revoked by the Participant and the Pools receive a copy of any such amendment or revocation.

DULY PASSED AND APPROVED this the 9th day of December, 2019.

Harry LaRosiliere, MAYOR

ATTEST:

Lisa C. Henderson, CITY SECRETARY

APPROVED AS TO FORM:

Paige Mims, CITY ATTORNEY

CITY COUNCIL AGENDA MEMO

MEETING DATE: 12/9/2019
DEPARTMENT: Finance
DIRECTOR: Denise Tacke, Director of Finance
AGENDA ITEM: Resolution to Approve Quarterly Investment Report 09/30/19
RECOMMENDED ACTION: Adoption of Resolutions

ITEM SUMMARY

Resolution No. 2019-12-3(R): To approve the Investment Portfolio Summary for the quarter ended September 30, 2019 and providing an effective date. **Adopted**

FINANCIAL SUMMARY/STRATEGIC GOALS

This item has no financial impact.

This Resolution will support the City's Strategic Plan Critical Success Factor of Excellent, Innovative, and Accountable City Government.

ATTACHMENTS:

Description	Upload Date	Type
Resolution	11/26/2019	Resolution
Quarterly Investment Portfolio Summary 09.30.19	11/26/2019	Attachment

A Resolution of the City of Plano, Texas, approving the Investment Portfolio Summary for the quarter ended September 30, 2019 and providing an effective date.

WHEREAS, the City Council has been presented the City of Plano's Investment Portfolio Summary for the quarter ended September 30, 2019, a substantial copy of which is attached hereto as Exhibit "A" and incorporated herein by reference (hereinafter called "Investment Portfolio Summary"); and

WHEREAS, the Public Funds Investment Act at Texas Government Code, Section 2256.005, requires the governing body of an investing entity to review its investment policy and investment strategies not less than annually; and

WHEREAS, upon full review and consideration of the Investment Portfolio Summary, and all matters attendant and related thereto, the City Council is of the opinion that the same should be approved.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF PLANO, TEXAS, THAT:

Section I. The City of Plano's Investment Portfolio Summary for the quarter ended September 30, 2019, having been reviewed by the City Council of the City of Plano and found to be acceptable and in the best interests of the City of Plano and its citizens, is hereby in all things approved.

Section II. This Resolution shall become effective immediately upon its passage.

DULY PASSED AND APPROVED this the 9th day of December, 2019.

Harry LaRosiliere, MAYOR

ATTEST:


Lisa C. Henderson, CITY SECRETARY

APPROVED AS TO FORM:

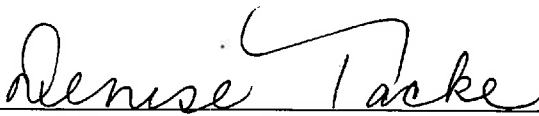
Paige Mims, CITY ATTORNEY

City of Plano
INVESTMENT PORTFOLIO SUMMARY
For the Quarter Ended
September 30, 2019


The investment portfolio of the City of Plano is in compliance with the Public Funds Investment Act and the City's Investment Policy and strategies.



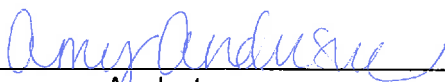
City Manager



Director of Finance



Treasurer



Treasury Analyst

Release Date: October 30, 2019

Information received since the Federal Open Market Committee met in September indicates that the labor market remains strong and that economic activity has been rising at a moderate rate. Job gains have been solid, on average, in recent months, and the unemployment rate has remained low. Although household spending has been rising at a strong pace, business fixed investment and exports remain weak. On a 12-month basis, overall inflation and inflation for items other than food and energy are running below 2 percent. Market-based measures of inflation compensation remain low; survey-based measures of longer-term inflation expectations are little changed. Consistent with its statutory mandate, the Committee seeks to foster maximum employment and price stability. In light of the implications of global developments for the economic outlook as well as muted inflation pressures, the Committee decided to lower the target range for the federal funds rate to 1-1/2 to 1-3/4 percent. This action supports the Committee's view that sustained expansion of economic activity, strong labor market conditions, and inflation near the Committee's symmetric 2 percent objective are the most likely outcomes, but uncertainties about this outlook remain. The Committee will continue to monitor the implications of incoming information for the economic outlook as it assesses the appropriate path of the target range for the federal funds rate. In determining the timing and size of future adjustments to the target range for the federal funds rate, the Committee will assess realized and expected economic conditions relative to its maximum employment objective and its symmetric 2 percent inflation objective. This assessment will take into account a wide range of information, including measures of labor market conditions, indicators of inflation pressures and inflation expectations, and readings on financial and international developments. Voting for the monetary policy action were Jerome H. Powell, Chair; John C. Williams, Vice Chair; Michelle W. Bowman; Lael Brainard; James Bullard; Richard H. Clarida; Charles L. Evans; and Randal K. Quarles. Voting against this action were: Esther L. George and Eric S. Rosengren, who preferred at this meeting to maintain the target range at 1-3/4 percent to 2 percent.

<u>Asset Type</u>	<u>Avg Yield</u>	<u>September 30, 2019</u>		<u>June 30, 2019</u>	
		<u>End Book Value</u>	<u>End Market Value</u>	<u>End Book Value</u>	<u>End Market Value</u>
Pools/NOW Accounts	2.20%	44,468,945.57	44,468,945.57	112,432,545.43	112,432,545.43
Certificates of Deposit/Fixed Term	2.36%	131,564,916.56	131,564,916.56	131,191,800.81	131,191,800.81
AID Bonds	2.26%	14,580,298.41	14,895,839.14	14,680,634.82	14,858,142.00
FFCB Bonds	3.08%	30,432,142.87	31,834,040.68	50,390,166.32	51,628,156.00
FHLB	3.07%	32,054,226.57	33,488,484.95	32,057,927.49	33,398,083.00
FNMA Bonds	1.48%	29,999,915.72	29,898,791.30	42,000,145.53	41,822,898.00
TVA Bonds	1.88%	10,263,722.63	10,281,511.40	10,311,862.47	10,317,430.00
Municipal Bonds	2.22%	281,445,166.20	283,578,395.60	249,100,922.31	250,795,523.65
Totals		574,809,334.53	580,010,925.20	642,166,005.18	646,444,578.89

Quarter Average Yields*:	
Plano Portfolio Yield	2.25%
Six Month Treasury Yield	1.97%
Two Year Treasury Yield	1.69%
TexasDaily Investment Pool Yield	2.25%

Rolling Twelve Month Average Yields*:	
Plano Portfolio Yield	2.21%
Six Month Treasury Yield	2.33%
Two Year Treasury Yield	2.27%
TexasDaily Investment Pool Yield	2.32%

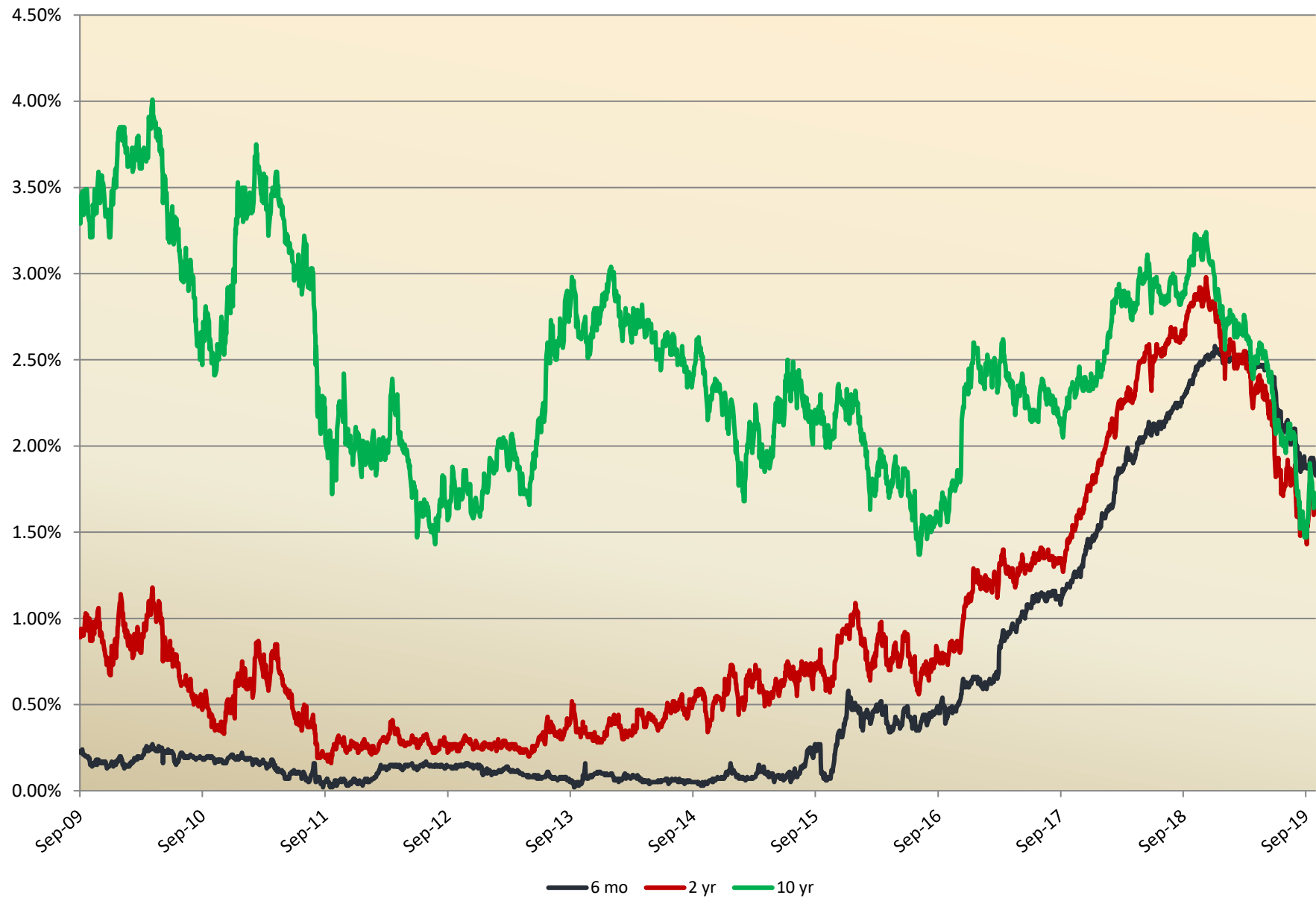
Quarter Investment Earnings:** \$4,689,981

Fiscal Year to Date Investment Earnings:** \$23,893,575

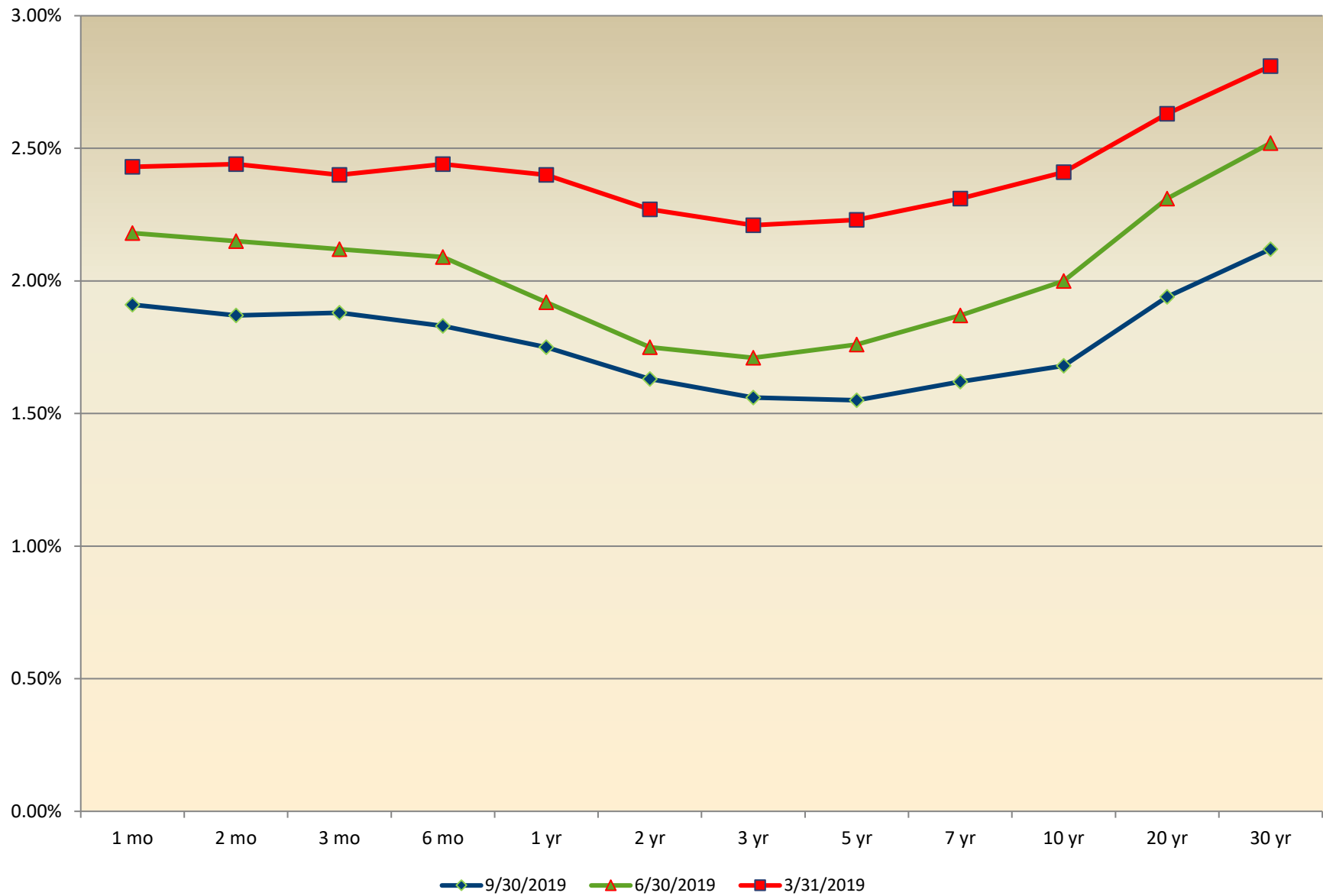
**Simple average calculation using respective month end yields; does not reflect a total return analysis or account for fees.*

*** Interest earnings are obtained from the general ledger - Interest plus/minus Gain or Loss on Investments, Unrealized Gain or Loss and Amortized Premium/Discount.*

US Treasury Historical Yields



Treasury Yield Curves



S & P 500



Detail of Security Holdings
September 30, 2019

By Sector

Security Description	Moody's/S&P Ratings*	Coupon	Maturity Date	Settlement Date	Next Call Date	Par Value	Purchased Value	Adjusted Book Value	Market Price	Market Value	Life (mo)	Yield	Accrued Interest
Capital One NOW Account	NA/NA	2.15%	10/01/2019	09/30/2019		18,843,252.39	18,843,252.39	18,843,252.39	100.00	18,843,252.39	0.03	2.15%	-
Legacy NOW Account	NA/NA	2.30%	10/01/2019	09/30/2019		18,283,470.44	18,283,470.44	18,283,470.44	100.00	18,283,470.44	0.03	2.30%	-
Texas Daily	AAAm	2.15%	10/01/2019	09/30/2019		97,784.70	97,784.70	97,784.70	100.00	97,784.70	0.03	2.15%	-
Texas Class	AAAm	2.20%	10/01/2019	09/30/2019		7,244,438.04	7,244,438.04	7,244,438.04	100.00	7,244,438.04	0.03	2.20%	-
Texas TERM	AAAf	2.16%	04/03/2020	07/10/2019		15,000,000.00	15,000,000.00	15,000,000.00	100.00	15,000,000.00	0.03	2.16%	-
Certificate of Deposit	NA/NA	2.60%	01/06/2020	06/05/2019		10,347,906.08	10,347,906.08	10,347,906.08	100.00	10,347,906.08	3.21	2.60%	86,242.00
Certificate of Deposit	NA/NA	2.67%	01/13/2020	01/13/2019		5,389,311.03	5,389,311.03	5,389,311.03	100.00	5,389,311.03	3.44	2.67%	102,500.27
Certificate of Deposit	NA/NA	2.65%	01/15/2020	01/15/2019		5,000,000.00	5,000,000.00	5,000,000.00	100.00	5,000,000.00	3.51	2.65%	93,657.53
Certificate of Deposit	NA/NA	2.65%	01/23/2020	01/23/2019		5,000,000.00	5,000,000.00	5,000,000.00	100.00	5,000,000.00	3.77	2.65%	90,753.42
Certificate of Deposit	NA/NA	2.65%	01/30/2020	01/30/2019		10,660,413.02	10,660,413.02	10,660,413.02	100.00	10,660,413.02	4.00	2.65%	188,075.97
Certificate of Deposit	NA/NA	1.88%	08/24/2020	08/22/2019		15,000,000.00	15,000,000.00	15,000,000.00	100.00	15,000,000.00	10.79	1.88%	30,131.51
Certificate of Deposit	NA/NA	2.70%	03/07/2021	03/07/2019		10,000,000.00	10,000,000.00	10,000,000.00	100.00	10,000,000.00	17.18	2.70%	153,123.29
Certificate of Deposit	NA/NA	1.59%	04/22/2021	08/22/2019		10,171,345.29	10,171,345.29	10,171,345.29	100.00	10,171,345.29	18.69	1.59%	17,280.14
Certificate of Deposit	NA/NA	2.37%	06/11/2021	06/11/2019		15,000,000.00	15,000,000.00	15,000,000.00	100.00	15,000,000.00	20.33	2.37%	108,110.96
Certificate of Deposit	NA/NA	2.75%	03/10/2022	03/10/2019		4,811,061.78	4,811,061.78	4,811,061.78	100.00	4,811,061.78	29.25	2.75%	73,945.36
Certificate of Deposit	NA/NA	2.04%	06/10/2022	06/11/2019		9,844,071.56	9,844,071.56	9,844,071.56	100.00	9,844,071.56	32.26	2.04%	61,071.00
Certificate of Deposit	NA/NA	1.98%	07/31/2022	07/31/2019		15,340,807.80	15,340,807.80	15,340,807.80	100.00	15,340,807.80	33.93	1.98%	50,763.36
AID	AAA/AA+	5.50%	09/18/2023	04/01/2019		13,000,000.00	14,778,790.00	14,580,298.41	114.58	14,895,839.14	47.51	2.26%	23,833.33
FFCB	AAA/AA+	3.05%	09/19/2022	10/19/2018		13,000,000.00	13,004,971.64	13,003,769.55	104.09	13,531,152.70	35.57	3.04%	12,115.28
FFCB	AAA/AA+	2.12%	03/01/2023	10/05/2018		18,000,000.00	17,263,481.01	17,428,373.32	101.68	18,302,887.98	40.92	3.12%	30,740.00
FHLB	AAA/AA+	3.02%	08/26/2022	10/26/2018		19,000,000.00	19,000,000.00	19,000,000.00	104.00	19,759,849.90	34.79	3.02%	54,102.50
FHLB	AAA/AA+	3.25%	06/09/2023	10/05/2018		13,000,000.00	13,068,708.44	13,054,226.57	105.60	13,728,635.05	44.20	3.13%	130,270.83
FNMA	AAA/AA+	1.58%	06/15/2020	06/22/2016	12/15/2019	10,000,000.00	10,018,000.00	10,003,206.33	99.81	9,981,353.90	8.49	1.53%	46,083.33
FNMA	AAA/AA+	1.40%	08/28/2020	09/21/2016		20,000,000.00	19,985,800.00	19,996,709.39	99.59	19,917,437.40	10.92	1.42%	24,888.89
TVA	AAA/AA+	3.88%	02/15/2021	02/16/2017		10,000,000.00	10,763,958.40	10,263,722.63	102.82	10,281,511.40	16.52	1.88%	48,437.50
Municipal Bond	AAA/AAA	2.60%	10/01/2019	04/04/2019		5,000,000.00	5,002,400.00	5,000,013.33	100.00	5,000,000.00	0.03	2.50%	64,638.89
Municipal Bond	NA/AAA	1.62%	10/15/2019	10/12/2017		505,000.00	505,000.00	505,000.00	99.99	504,924.25	0.49	1.62%	3,756.57
Municipal Bond	AA1/AA	4.95%	02/01/2020	09/06/2017		5,000,000.00	5,393,200.00	5,055,531.66	100.95	5,047,650.00	4.07	1.60%	40,562.50
Municipal Bond	AA2/AA	3.00%	02/15/2020	02/19/2016		12,025,000.00	12,724,133.50	12,091,218.55	100.40	12,073,220.25	4.52	1.49%	45,093.75
Municipal Bond	AA1/AA+	2.18%	03/15/2020	04/03/2019		9,515,000.00	9,490,927.05	9,503,414.46	100.14	9,527,845.25	5.48	2.45%	8,642.79
Municipal Bond	AAA/AAA	3.00%	04/01/2020	10/25/2017		1,930,000.00	1,990,466.90	1,942,515.08	100.61	1,941,850.20	6.03	1.68%	28,789.17
Municipal Bond	A1/AA-	2.78%	04/01/2020	10/10/2018		365,000.00	362,664.00	364,202.55	100.34	366,233.70	6.03	3.23%	5,048.94
Municipal Bond	AA2/NA	2.78%	04/15/2020	02/19/2019		1,100,000.00	1,102,266.00	1,101,065.72	100.50	1,105,500.00	6.49	2.60%	14,036.00
Municipal Bond	AAA/AAA	1.90%	05/15/2020	08/14/2017		5,000,000.00	5,033,700.00	5,007,645.37	99.97	4,998,700.00	7.48	1.65%	35,662.50
Municipal Bond	AA2/AA+	2.28%	06/01/2020	01/27/2016		1,725,000.00	1,760,517.75	1,730,483.21	100.19	1,728,225.75	8.03	1.78%	12,972.24
Municipal Bond	AA2/AA	1.38%	06/01/2020	07/12/2016		3,215,000.00	3,260,813.75	3,222,904.49	99.60	3,202,236.45	8.03	1.00%	14,612.62
Municipal Bond	AA1/AA-	2.65%	07/01/2020	03/14/2016		10,270,000.00	10,708,939.80	10,346,884.36	100.54	10,325,663.40	9.02	1.62%	67,358.93
Municipal Bond	AA2/AA-	2.00%	07/01/2020	06/30/2016		3,000,000.00	3,087,570.00	3,016,471.79	99.99	2,999,790.00	9.02	1.25%	14,833.33
Municipal Bond	AAA/AA+	1.00%	08/01/2020	07/14/2016		8,120,000.00	8,107,089.20	8,117,328.80	99.38	8,069,656.00	10.03	1.04%	13,307.78
Municipal Bond	AA1/NA	1.58%	09/01/2020	07/19/2016		5,000,000.00	5,050,250.00	5,011,251.99	99.62	4,981,050.00	11.05	1.33%	6,371.94
Municipal Bond	AA1/AAA	1.75%	02/01/2021	07/12/2016		13,000,000.00	13,344,890.00	13,101,499.16	99.88	12,984,400.00	16.07	1.15%	37,284.72
Municipal Bond	AA1/AAA	2.85%	02/01/2021	04/05/2019		4,000,000.00	4,022,760.00	4,016,695.21	101.33	4,053,280.00	16.07	2.53%	18,683.33
Municipal Bond	AAA/AAA	4.00%	03/01/2021	05/07/2019		580,000.00	595,439.60	592,044.75	102.80	596,240.00	16.98	2.48%	13,468.89
Municipal Bond	AAA/AAA	2.48%	03/15/2021	03/21/2018		10,000,000.00	10,000,000.00	10,000,000.00	100.99	10,099,100.00	17.44	2.48%	10,333.33
Municipal Bond	AA1/AA+	2.90%	03/15/2021	08/04/2017		2,335,000.00	2,421,114.80	2,369,733.19	101.46	2,369,091.00	17.44	1.84%	2,821.46
Municipal Bond	NA/AA	2.32%	05/01/2021	03/08/2018		3,445,000.00	3,414,477.30	3,429,632.48	100.28	3,454,542.65	18.98	2.62%	33,079.66
Municipal Bond	AAA/AAA	2.23%	05/15/2021	03/06/2018		10,420,000.00	10,317,884.00	10,368,066.22	100.75	10,498,358.40	19.44	2.55%	87,098.18
Municipal Bond	AAA/AAA	2.05%	05/15/2021	03/09/2018		5,000,000.00	4,925,750.00	4,962,140.80	100.47	5,023,550.00	19.44	2.54%	38,475.00
Municipal Bond	AA1/AA+	2.59%	06/01/2021	07/20/2016		535,000.00	554,538.20	541,706.98	101.08	540,751.25	20.00	1.80%	4,582.11
Municipal Bond	AA2/AA	4.82%	07/01/2021	09/06/2017		360,000.00	398,368.80	377,615.52	104.80	377,283.60	20.98	1.92%	4,292.47
Municipal Bond	NA/AA+	2.39%	07/01/2021	03/08/2018		1,550,000.00	1,543,226.50	1,546,420.28	100.71	1,560,989.50	20.98	2.53%	9,146.85
Municipal Bond	AA/AA	2.48%	08/01/2021	02/21/2018		13,360,000.00	13,291,596.80	13,323,485.64	100.94	13,486,118.40	22.00	2.64%	54,300.98
Municipal Bond	AA2/AAA	5.84%	08/15/2021	09/07/2017		6,905,000.00	7,931,359.20	7,393,912.41	107.14	7,397,878.90	22.46	1.90%	50,363.34
Municipal Bond	AA2/AA-	2.91%	09/01/2021	04/02/2019		3,780,000.00	3,819,652.20	3,811,524.17	101.74	3,845,772.00	23.02	2.45%	8,845.73
Municipal Bond	AA1/NA	1.78%	09/01/2021	03/02/2018		1,000,000.00	970,430.00	983,770.02	99.57	995,670.00	23.02	2.67%	1,435.50
Municipal Bond	AAA/AAA	2.80%	10/01/2021	03/28/2018		445,000.00	446,780.00	446,015.56	101.41	451,274.50	24.00	2.68%	6,195.39

Detail of Security Holdings
September 30, 2019

By Sector

Security Description	Moody's/S&P Ratings*	Coupon	Maturity Date	Settlement Date	Next Call Date	Par Value	Purchased Value	Adjusted Book Value	Market Price	Market Value	Life (mo)	Yield	Accrued Interest
Municipal Bond	AA1/AAA	2.50%	02/01/2022	08/15/2019		1,000,000.00	1,015,080.00	1,014,310.10	101.43	1,014,340.00	28.03	1.87%	4,097.22
Municipal Bond	AA1/AA+	2.55%	02/15/2022	04/08/2019		3,685,000.00	3,694,912.65	3,693,251.05	101.72	3,748,271.45	28.49	2.45%	11,741.33
Municipal Bond	AAA/AAA	3.20%	04/01/2022	04/01/2019		615,000.00	629,243.40	626,878.16	103.44	636,131.40	29.97	2.40%	9,785.33
Municipal Bond	AAA/AAA	3.07%	04/01/2022	03/18/2019		1,245,000.00	1,263,824.40	1,260,500.45	103.00	1,282,325.10	29.97	2.55%	19,010.77
Municipal Bond	AA1/AA	3.30%	05/15/2022	03/28/2019		785,000.00	805,771.10	802,393.98	103.98	816,219.45	31.41	2.42%	9,714.38
Municipal Bond	AAA/AAA	2.25%	05/15/2022	03/19/2019		1,200,000.00	1,189,344.00	1,191,146.19	101.32	1,215,780.00	31.41	2.54%	10,107.00
Municipal Bond	AAA/AAA	2.48%	05/15/2022	04/05/2019		500,000.00	502,070.00	501,745.65	101.91	509,545.00	31.41	2.34%	4,648.12
Municipal Bond	NA/AA+	2.29%	06/01/2022	08/15/2019		500,000.00	506,915.00	506,603.45	100.73	503,640.00	31.97	1.78%	3,784.86
Municipal Bond	AA2/AA	5.47%	06/30/2022	04/04/2019		2,250,000.00	2,462,647.50	2,430,471.76	109.56	2,464,987.50	32.92	2.42%	30,785.62
Municipal Bond	AA2/AAA	2.14%	07/01/2022	04/02/2019		1,000,000.00	995,700.00	996,356.24	100.76	1,007,630.00	32.95	2.28%	5,290.56
Municipal Bond	AAA/AAA	1.59%	08/01/2022	08/28/2019		19,000,000.00	19,000,000.00	19,000,000.00	99.84	18,968,840.00	33.97	1.59%	26,853.33
Municipal Bond	AA1/AA	2.83%	08/01/2022	03/19/2019		4,565,000.00	4,591,750.90	4,587,513.35	102.22	4,666,251.70	33.97	2.65%	21,172.72
Municipal Bond	AA1/AAA	1.85%	08/01/2022	03/13/2019		3,550,000.00	3,464,232.00	3,478,168.43	99.78	3,542,261.00	33.97	2.60%	10,763.40
Municipal Bond	AA2/AA+	3.81%	09/15/2022	03/29/2019		1,000,000.00	1,036,100.00	1,030,824.72	103.60	1,035,970.00	35.44	2.71%	1,587.50
Municipal Bond	NA/AAA	2.32%	10/01/2022	03/22/2019		940,000.00	931,117.00	932,440.15	101.13	950,650.20	35.97	2.61%	10,857.44
Municipal Bond	NA/AAA	5.00%	10/01/2022	03/29/2019		935,000.00	1,019,421.15	1,007,238.69	109.32	1,022,151.35	35.97	2.30%	23,245.14
Municipal Bond	AAA/AAA	2.87%	02/01/2023	03/28/2019		940,000.00	957,004.60	954,755.06	103.14	969,478.40	40.00	2.37%	4,416.77
Municipal Bond	NA/AA	4.84%	02/15/2023	08/15/2019		2,180,000.00	2,389,737.80	2,382,200.35	109.31	2,382,914.40	40.46	1.98%	13,186.28
Municipal Bond	AA1/AA+	3.50%	04/01/2023	08/15/2019		640,000.00	679,884.80	678,500.12	105.85	677,465.60	41.93	1.72%	11,137.78
Municipal Bond	AA1/AAA	2.53%	05/01/2023	03/07/2019		20,000,000.00	19,750,600.00	19,784,653.96	101.91	20,381,800.00	42.92	2.85%	209,427.78
Municipal Bond	AA2/AA	5.49%	06/30/2023	10/09/2018		5,200,000.00	5,698,940.00	5,595,970.35	112.91	5,871,060.00	44.89	3.28%	71,370.00
Municipal Bond	AA1/AA-	3.10%	07/01/2023	03/25/2019		1,200,000.00	1,230,600.00	1,226,890.31	104.47	1,253,628.00	44.92	2.47%	9,205.57
Municipal Bond	AA1/NA	1.78%	08/01/2023	08/21/2019		10,595,000.00	10,607,819.95	10,607,464.09	99.71	10,564,062.60	45.93	1.75%	20,453.65
Municipal Bond	AAA/AAA	1.61%	08/01/2023	08/28/2019		11,975,000.00	11,975,000.00	11,975,000.00	99.81	11,952,247.50	45.93	1.61%	17,137.56
Municipal Bond	AA1/AA	1.98%	08/01/2023	03/15/2019		750,000.00	727,650.00	730,429.78	100.00	749,962.50	45.93	2.71%	2,433.75
Municipal Bond	AA1/AA	1.98%	08/01/2023	03/27/2019		900,000.00	882,000.00	884,119.65	100.00	899,955.00	45.93	2.47%	2,920.50
Municipal Bond	AA1/AA+	2.65%	08/01/2023	03/29/2019		550,000.00	557,018.00	556,199.38	103.25	567,858.50	45.93	2.34%	2,390.48
Municipal Bond	AA1/NA	5.25%	08/01/2023	03/11/2019		1,000,000.00	1,098,650.00	1,086,164.99	112.00	1,119,980.00	45.93	2.84%	8,604.17
Municipal Bond	NA/AAA	3.05%	10/01/2023	04/01/2019		1,790,000.00	1,838,867.00	1,833,457.15	104.86	1,876,922.40	47.93	2.41%	27,181.45
Municipal Bond	NA/AA-	3.33%	10/15/2023	03/08/2019		990,000.00	1,016,829.00	1,013,543.17	105.70	1,046,380.50	48.39	2.70%	15,114.41
Municipal Bond	AA1/AA+	2.86%	03/15/2024	04/08/2019		10,000,000.00	10,105,700.00	10,095,440.71	103.34	10,334,000.00	53.38	2.63%	11,916.67
Municipal Bond	AA2/AA	2.85%	04/01/2024	04/05/2019		10,360,000.00	10,455,208.40	10,445,912.13	104.15	10,790,043.60	53.93	2.65%	146,706.81
Municipal Bond	NA/AA	3.95%	04/01/2024	04/04/2019		750,000.00	793,140.00	788,906.41	107.54	806,535.00	53.93	2.71%	14,730.21
Municipal Bond	A1/AA	2.64%	06/01/2024	08/15/2019		7,000,000.00	7,197,260.00	7,192,080.80	101.04	7,072,590.00	55.93	2.02%	61,086.67
Municipal Bond	AA1/AAA	3.16%	08/01/2024	08/16/2019		1,200,000.00	1,275,312.00	1,273,441.67	105.81	1,269,672.00	57.93	1.83%	6,214.67
						571,308,862.13	577,841,127.62	574,809,334.53					
										580,010,925.20	22.85	2.23%	3,041,301.26

(1) (2)

(1) Weighted average life - For purposes of calculating weighted average life bank, pool, and money market investments are assumed to mature the next business day.

(2) Weighted average yield to maturity - The weighted average yield to maturity is based on adjusted book value, realized and unrealized gains/losses and investment advisory fees are not considered. The yield is for this month only.

Moody's Ratings Definitions:

AAA- obligations rated Aaa are judged to be of the highest quality, subject to the lowest level of credit risk

AA- obligations rated Aa are judged to be of high quality and are subject to very low credit risk

A- obligations rated A are judged to be upper-medium grade and are subject to low credit risk

(the modifier 1 indicates that the obligation ranks in the higher end of its generic rating category; the modifier 2 indicates a mid-range ranking;

and the modifier 3 indicates a ranking in the lower end of that generic rating category)

MIG1 (Municipal Investment Grade) Short-Term Obligation- Superior Credit Quality

MIG2 (Municipal Investment Grade) Short-Term Obligation- Strong Credit Quality

MIG3 (Municipal Investment Grade) Short-Term Obligation- Acceptable Credit Quality

Detail of Security Holdings
September 30, 2019

By Maturity

Security Description	Moody's/S&P		Maturity Date	Settlement Date	Next Call Date	Par Value	Purchased Value	Adjusted	Market Price	Market Value	Life (mo)	Yield	Accrued Interest
	Ratings	Coupon						Book Value					
Capital One NOW Account	NA/NA	2.15%	10/01/2019	09/30/2019		18,843,252.39	18,843,252.39	18,843,252.39	100.00	18,843,252.39	0.03	2.15%	-
Legacy NOW Account	NA/NA	2.30%	10/01/2019	09/30/2019		18,283,470.44	18,283,470.44	18,283,470.44	100.00	18,283,470.44	0.03	2.30%	-
Texas Daily	AAAm	2.15%	10/01/2019	09/30/2019		97,784.70	97,784.70	97,784.70	100.00	97,784.70	0.03	2.15%	-
Texas Class	AAAm	2.20%	10/01/2019	09/30/2019		7,244,438.04	7,244,438.04	7,244,438.04	100.00	7,244,438.04	0.03	2.20%	-
Municipal Bond	AAA/AAA	2.60%	10/01/2019	04/04/2019		5,000,000.00	5,002,400.00	5,000,013.33	100.00	5,000,000.00	0.03	2.50%	64,638.89
Municipal Bond	NA/AAA	1.62%	10/15/2019	10/12/2017		505,000.00	505,000.00	505,000.00	99.99	504,924.25	0.49	1.62%	3,756.57
Certificate of Deposit	NA/NA	2.60%	01/06/2020	06/05/2019		10,347,906.08	10,347,906.08	10,347,906.08	100.00	10,347,906.08	3.21	2.60%	86,242.00
Certificate of Deposit	NA/NA	2.67%	01/13/2020	01/13/2019		5,389,311.03	5,389,311.03	5,389,311.03	100.00	5,389,311.03	3.44	2.67%	102,500.27
Certificate of Deposit	NA/NA	2.65%	01/15/2020	01/15/2019		5,000,000.00	5,000,000.00	5,000,000.00	100.00	5,000,000.00	3.51	2.65%	93,657.53
Certificate of Deposit	NA/NA	2.65%	01/23/2020	01/23/2019		5,000,000.00	5,000,000.00	5,000,000.00	100.00	5,000,000.00	3.77	2.65%	90,753.42
Certificate of Deposit	NA/NA	2.65%	01/30/2020	01/30/2019		10,660,413.02	10,660,413.02	10,660,413.02	100.00	10,660,413.02	4.00	2.65%	188,075.97
Municipal Bond	AA1/AA	4.95%	02/01/2020	09/06/2017		5,000,000.00	5,393,200.00	5,055,531.66	100.95	5,047,650.00	4.07	1.60%	40,562.50
Municipal Bond	AA2/AA	3.00%	02/15/2020	02/19/2016		12,025,000.00	12,724,133.50	12,091,218.55	100.40	12,073,220.25	4.52	1.49%	45,093.75
Municipal Bond	AA1/AA+	2.18%	03/15/2020	04/03/2019		9,515,000.00	9,490,927.05	9,503,414.46	100.14	9,527,845.25	5.48	2.45%	8,642.79
Municipal Bond	AAA/AAA	3.00%	04/01/2020	10/25/2017		1,930,000.00	1,990,466.90	1,942,515.08	100.61	1,941,850.20	6.03	1.68%	28,789.17
Municipal Bond	A1/AA-	2.78%	04/01/2020	10/10/2018		365,000.00	362,664.00	364,202.55	100.34	366,233.70	6.03	3.23%	5,048.94
Texas TERM	AAAf	2.16%	04/03/2020	07/10/2019		15,000,000.00	15,000,000.00	15,000,000.00	100.00	15,000,000.00	0.03	2.16%	-
Municipal Bond	AA2/NA	2.78%	04/15/2020	02/19/2019		1,100,000.00	1,102,266.00	1,101,065.72	100.50	1,105,500.00	6.49	2.60%	14,036.00
Municipal Bond	AAA/AAA	1.90%	05/15/2020	08/14/2017		5,000,000.00	5,033,700.00	5,007,645.37	99.97	4,998,700.00	7.48	1.65%	35,662.50
Municipal Bond	AA2/AA+	2.28%	06/01/2020	01/27/2016		1,725,000.00	1,760,517.75	1,730,483.21	100.19	1,728,225.75	8.03	1.78%	12,972.24
Municipal Bond	AA2/AA	1.38%	06/01/2020	07/12/2016		3,215,000.00	3,260,813.75	3,222,904.49	99.60	3,202,236.45	8.03	1.00%	14,612.62
FNMA	AAA/AA+	1.58%	06/15/2020	06/22/2016	12/15/2019	10,000,000.00	10,018,000.00	10,003,206.33	99.81	9,981,353.90	8.49	1.53%	46,083.33
Municipal Bond	AA1/AA-	2.65%	07/01/2020	03/14/2016		10,270,000.00	10,708,939.80	10,346,884.36	100.54	10,325,663.40	9.02	1.62%	67,358.93
Municipal Bond	AA2/AA-	2.00%	07/01/2020	06/30/2016		3,000,000.00	3,087,570.00	3,016,471.79	99.99	2,999,790.00	9.02	1.25%	14,833.33
Municipal Bond	AAA/AA+	1.00%	08/01/2020	07/14/2016		8,120,000.00	8,107,089.20	8,117,328.80	99.38	8,069,656.00	10.03	1.04%	13,307.78
Certificate of Deposit	NA/NA	1.88%	08/24/2020	08/22/2019		15,000,000.00	15,000,000.00	15,000,000.00	100.00	15,000,000.00	10.79	1.88%	30,131.51
FNMA	AAA/AA+	1.40%	08/28/2020	09/21/2016		20,000,000.00	19,985,800.00	19,996,709.39	99.59	19,917,437.40	10.92	1.42%	24,888.89
Municipal Bond	AA1/NA	1.58%	09/01/2020	07/19/2016		5,000,000.00	5,050,250.00	5,011,251.99	99.62	4,981,050.00	11.05	1.33%	6,371.94
Municipal Bond	AA1/AAA	1.75%	02/01/2021	07/12/2016		13,000,000.00	13,344,890.00	13,101,499.16	99.88	12,984,400.00	16.07	1.15%	37,284.72
Municipal Bond	AA1/AAA	2.85%	02/01/2021	04/05/2019		4,000,000.00	4,022,760.00	4,016,695.21	101.33	4,053,280.00	16.07	2.53%	18,683.33
TVA	AAA/AA+	3.88%	02/15/2021	02/16/2017		10,000,000.00	10,763,958.40	10,263,722.63	102.82	10,281,511.40	16.52	1.88%	48,437.50
Municipal Bond	AAA/AAA	4.00%	03/01/2021	05/07/2019		580,000.00	595,439.60	592,044.75	102.80	596,240.00	16.98	2.48%	13,468.89
Certificate of Deposit	NA/NA	2.70%	03/07/2021	03/07/2019		10,000,000.00	10,000,000.00	10,000,000.00	100.00	10,000,000.00	17.18	2.70%	153,123.29
Municipal Bond	AAA/AAA	2.48%	03/15/2021	03/21/2018		10,000,000.00	10,000,000.00	10,000,000.00	100.99	10,099,100.00	17.44	2.48%	10,333.33
Municipal Bond	AA1/AA+	2.90%	03/15/2021	08/04/2017		2,335,000.00	2,421,114.80	2,369,733.19	101.46	2,369,091.00	17.44	1.84%	2,821.46
Certificate of Deposit	NA/NA	1.59%	04/22/2021	08/22/2019		10,171,345.29	10,171,345.29	10,171,345.29	100.00	10,171,345.29	18.69	1.59%	17,280.14
Municipal Bond	NA/AA	2.32%	05/01/2021	03/08/2018		3,445,000.00	3,414,477.30	3,429,632.48	100.28	3,454,542.65	18.98	2.62%	33,079.66
Municipal Bond	AAA/AAA	2.23%	05/15/2021	03/06/2018		10,420,000.00	10,317,884.00	10,368,066.22	100.75	10,498,358.40	19.44	2.55%	87,098.18
Municipal Bond	AAA/AAA	2.05%	05/15/2021	03/09/2018		5,000,000.00	4,925,750.00	4,962,140.80	100.47	5,023,550.00	19.44	2.54%	38,475.00
Municipal Bond	AA1/AA+	2.59%	06/01/2021	07/20/2016		535,000.00	554,538.20	541,706.98	101.08	540,751.25	20.00	1.80%	4,582.11
Certificate of Deposit	NA/NA	2.37%	06/11/2021	06/11/2019		15,000,000.00	15,000,000.00	15,000,000.00	100.00	15,000,000.00	20.33	2.37%	108,110.96
Municipal Bond	AA2/AA	0.04823	7/1/2021	9/6/2017		360,000.00	398,368.80	377,615.52	104.80	377,283.60	20.98	1.92%	4,292.47
Municipal Bond	NA/AA+	2.39%	07/01/2021	03/08/2018		1,550,000.00	1,543,226.50	1,546,420.28	100.71	1,560,989.50	20.98	2.53%	9,146.85
Municipal Bond	NA/AA	2.48%	08/01/2021	02/21/2018		13,360,000.00	13,291,596.80	13,323,485.64	100.94	13,486,118.40	22.00	2.64%	54,300.98
Municipal Bond	AA2/AAA	5.84%	08/15/2021	09/07/2017		6,905,000.00	7,931,359.20	7,393,912.41	107.14	7,397,878.90	22.46	1.90%	50,363.34
Municipal Bond	AA2/AA-	2.91%	09/01/2021	04/02/2019		3,780,000.00	3,819,652.20	3,811,524.17	101.74	3,845,772.00	23.02	2.45%	8,845.73
Municipal Bond	AA1/NA	1.78%	09/01/2021	03/02/2018		1,000,000.00	970,430.00	983,770.02	99.57	995,670.00	23.02	2.67%	1,435.50
Municipal Bond	AAA/AAA	2.80%	10/01/2021	03/28/2018		445,000.00	446,780.00	446,015.56	101.41	451,274.50	24.00	2.68%	6,195.39
Municipal Bond	AA1/AAA	2.50%	02/01/2022	08/15/2019		1,000,000.00	1,015,080.00	1,014,310.10	101.43	1,014,340.00	28.03	1.87%	4,097.22
Municipal Bond	AA1/AA+	2.55%	02/15/2022	04/08/2019		3,685,000.00	3,694,912.65	3,693,251.05	101.72	3,748,271.45	28.49	2.45%	11,741.33
Certificate of Deposit	NA/NA	2.75%	03/10/2022	03/10/2019		4,811,061.78	4,811,061.78	4,811,061.78	100.00	4,811,061.78	29.25	2.75%	73,945.36
Municipal Bond	AAA/AAA	3.20%	04/01/2022	04/01/2019		615,000.00	629,243.40	626,878.16	103.44	636,131.40	29.97	2.40%	9,785.33
Municipal Bond	AAA/AAA	3.07%	04/01/2022	03/18/2019		1,245,000.00	1,263,824.40	1,260,500.45	103.00	1,282,325.10	29.97	2.55%	19,010.77
Municipal Bond	AA1/AA	3.30%	05/15/2022	03/28/2019		785,000.00	805,771.10	802,393.98	103.98	816,219.45	31.41	2.42%	9,714.38
Municipal Bond	AAA/AAA	2.25%	05/15/2022	03/19/2019		1,200,000.00	1,189,344.00	1,191,146.19	101.32	1,215,780.00	31.41	2.54%	10,107.00
Municipal Bond	AAA/AAA	2.48%	05/15/2022	04/05/2019		500,000.00	502,070.00	501,745.65	101.91	509,545.00	31.41	2.34%	4,648.12
Municipal Bond	NA/AA+	2.29%	06/01/2022	08/15/2019		500,000.00	506,915.00	506,603.45	100.73	503,640.00	31.97	1.78%	3,784.86
Certificate of Deposit	NA/NA	2.04%	06/10/2022	06/11/2019		9,844,071.56	9,844,071.56	9,844,071.56	100.00	9,844,071.56	32.26	2.04%	61,071.00
Municipal Bond	AA2/AA	5.47%	06/30/2022	04/04/2019		2,250,000.00	2,462,647.50	2,430,471.76	109.56	2,464,987.50	32.92	2.42%	30,785.62

Detail of Security Holdings
September 30, 2019

By Maturity

Security Description	Moody's/S&P Ratings	Coupon	Maturity Date	Settlement Date	Next Call Date	Par Value	Purchased Value	Adjusted Book Value	Market Price	Market Value	Life (mo)	Yield	Accrued Interest
Municipal Bond	AA2/AAA	2.14%	07/01/2022	04/02/2019		1,000,000.00	995,700.00	996,356.24	100.76	1,007,630.00	32.95	2.28%	5,290.56
Certificate of Deposit	NA/NA	1.98%	07/31/2022	07/31/2019		15,340,807.80	15,340,807.80	15,340,807.80	100.00	15,340,807.80	33.93	1.98%	50,763.36
Municipal Bond	AAA/AAA	1.59%	08/01/2022	08/28/2019		19,000,000.00	19,000,000.00	19,000,000.00	99.84	18,968,840.00	33.97	1.59%	26,853.33
Municipal Bond	AA1/AA	2.83%	08/01/2022	03/19/2019		4,565,000.00	4,591,750.90	4,587,513.35	102.22	4,666,251.70	33.97	2.65%	21,172.72
Municipal Bond	AA1/AAA	1.85%	08/01/2022	03/13/2019		3,550,000.00	3,464,232.00	3,478,168.43	99.78	3,542,261.00	33.97	2.60%	10,763.40
FHLB	AAA/AA+	3.02%	08/26/2022	10/26/2018		19,000,000.00	19,000,000.00	19,000,000.00	104.00	19,759,849.90	34.79	3.02%	54,102.50
Municipal Bond	AA2/AA+	3.81%	09/15/2022	03/29/2019		1,000,000.00	1,036,100.00	1,030,824.72	103.60	1,035,970.00	35.44	2.71%	1,587.50
FFCB	AAA/AA+	3.05%	09/19/2022	10/19/2018		13,000,000.00	13,004,971.64	13,003,769.55	104.09	13,531,152.70	35.57	3.04%	12,115.28
Municipal Bond	NA/AAA	2.32%	10/01/2022	03/22/2019		940,000.00	931,117.00	932,440.15	101.13	950,650.20	35.97	2.61%	10,857.44
Municipal Bond	NA/AAA	5.00%	10/01/2022	03/29/2019		935,000.00	1,019,421.15	1,007,238.69	109.32	1,022,151.35	35.97	2.30%	23,245.14
Municipal Bond	AAA/AAA	2.87%	02/01/2023	03/28/2019		940,000.00	957,004.60	954,755.06	103.14	969,478.40	40.00	2.37%	4,416.77
Municipal Bond	NA/AA	4.84%	02/15/2023	08/15/2019		2,180,000.00	2,389,737.80	2,382,200.35	109.31	2,382,914.40	40.46	1.98%	13,186.28
FFCB	AAA/AA+	2.12%	03/01/2023	10/05/2018		18,000,000.00	17,263,481.01	17,428,373.32	101.68	18,302,887.98	40.92	3.12%	30,740.00
Municipal Bond	AA1/AA+	3.50%	04/01/2023	08/15/2019		640,000.00	679,884.80	678,500.12	105.85	677,465.60	41.93	1.72%	11,137.78
Municipal Bond	AA1/AAA	2.53%	05/01/2023	03/07/2019		20,000,000.00	19,750,600.00	19,784,653.96	101.91	20,381,800.00	42.92	2.85%	209,427.78
FHLB	AAA/AA+	3.25%	06/09/2023	10/05/2018		13,000,000.00	13,068,708.44	13,054,226.57	105.60	13,728,635.05	44.20	3.13%	130,270.83
Municipal Bond	AA2/AA	5.49%	06/30/2023	10/09/2018		5,200,000.00	5,698,940.00	5,595,970.35	112.91	5,871,060.00	44.89	3.28%	71,370.00
Municipal Bond	AA1/AA-	3.10%	07/01/2023	03/25/2019		1,200,000.00	1,230,600.00	1,226,890.31	104.47	1,253,628.00	44.92	2.47%	9,205.57
Municipal Bond	AA1/NA	1.78%	08/01/2023	08/21/2019		10,595,000.00	10,607,819.95	10,607,464.09	99.71	10,564,062.60	45.93	1.75%	20,453.65
Municipal Bond	AAA/AAA	1.61%	08/01/2023	08/28/2019		11,975,000.00	11,975,000.00	11,975,000.00	99.81	11,952,247.50	45.93	1.61%	17,137.56
Municipal Bond	AA1/AA	1.98%	08/01/2023	03/15/2019		750,000.00	727,650.00	730,429.78	100.00	749,962.50	45.93	2.71%	2,433.75
Municipal Bond	AA1/AA	1.98%	08/01/2023	03/27/2019		900,000.00	882,000.00	884,119.65	100.00	899,955.00	45.93	2.47%	2,920.50
Municipal Bond	AA1/AA+	2.65%	08/01/2023	03/29/2019		550,000.00	557,018.00	556,199.38	103.25	567,858.50	45.93	2.34%	2,390.48
Municipal Bond	AA1/NA	5.25%	08/01/2023	03/11/2019		1,000,000.00	1,098,650.00	1,086,164.99	112.00	1,119,980.00	45.93	2.84%	8,604.17
AID	AAA/AA+	5.50%	09/18/2023	04/01/2019		13,000,000.00	14,778,790.00	14,580,298.41	114.58	14,895,839.14	47.51	2.26%	23,833.33
Municipal Bond	NA/AAA	3.05%	10/01/2023	04/01/2019		1,790,000.00	1,838,867.00	1,833,457.15	104.86	1,876,922.40	47.93	2.41%	27,181.45
Municipal Bond	NA/AA-	3.33%	10/15/2023	03/08/2019		990,000.00	1,016,829.00	1,013,543.17	105.70	1,046,380.50	48.39	2.70%	15,114.41
Municipal Bond	AA1/AA+	2.86%	03/15/2024	04/08/2019		10,000,000.00	10,105,700.00	10,095,440.71	103.34	10,334,000.00	53.38	2.63%	11,916.67
Municipal Bond	AA2/AA	2.85%	04/01/2024	04/05/2019		10,360,000.00	10,455,208.40	10,445,912.13	104.15	10,790,043.60	53.93	2.65%	146,706.81
Municipal Bond	NA/AA	3.95%	04/01/2024	04/04/2019		750,000.00	793,140.00	788,906.41	107.54	806,535.00	53.93	2.71%	14,730.21
Municipal Bond	A1/AA	2.64%	06/01/2024	08/15/2019		7,000,000.00	7,197,260.00	7,192,080.80	101.04	7,072,590.00	55.93	2.02%	61,086.67
Municipal Bond	AA1/AAA	3.16%	08/01/2024	08/16/2019		1,200,000.00	1,275,312.00	1,273,441.67	105.81	1,269,672.00	57.93	1.83%	6,214.67
TOTAL						571,308,862.13	577,841,127.62	574,809,334.53		580,010,925.20	22.85	2.23%	3,041,301.26

(1) (2)

(1) **Weighted average life** - For purposes of calculating weighted average life bank, pool, and money market investments are assumed to mature the next business day.

(2) **Weighted average yield to maturity** - The weighted average yield to maturity is based on adjusted book value, realized and unrealized gains/losses and investment advisory fees are not considered. The yield is for this month only.

Moody's Ratings Definitions:

AAA- obligations rated Aaa are judged to be of the highest quality, subject to the lowest level of credit risk

AA- obligations rated Aa are judged to be of high quality and are subject to very low credit risk

A- obligations rated A are judged to be upper-medium grade and are subject to low credit risk

(the modifier 1 indicates that the obligation ranks in the higher end of its generic rating category; the modifier 2 indicates a mid-range ranking;

and the modifier 3 indicates a ranking in the lower end of that generic rating category)

MIG1 (Municipal Investment Grade) Short-Term Obligation- Superior Credit Quality

MIG2 (Municipal Investment Grade) Short-Term Obligation- Strong Credit Quality

MIG3 (Municipal Investment Grade) Short-Term Obligation- Acceptable Credit Quality

P1- Issuers rated Prime-1 have a superior ability to repay short-term debt obligations

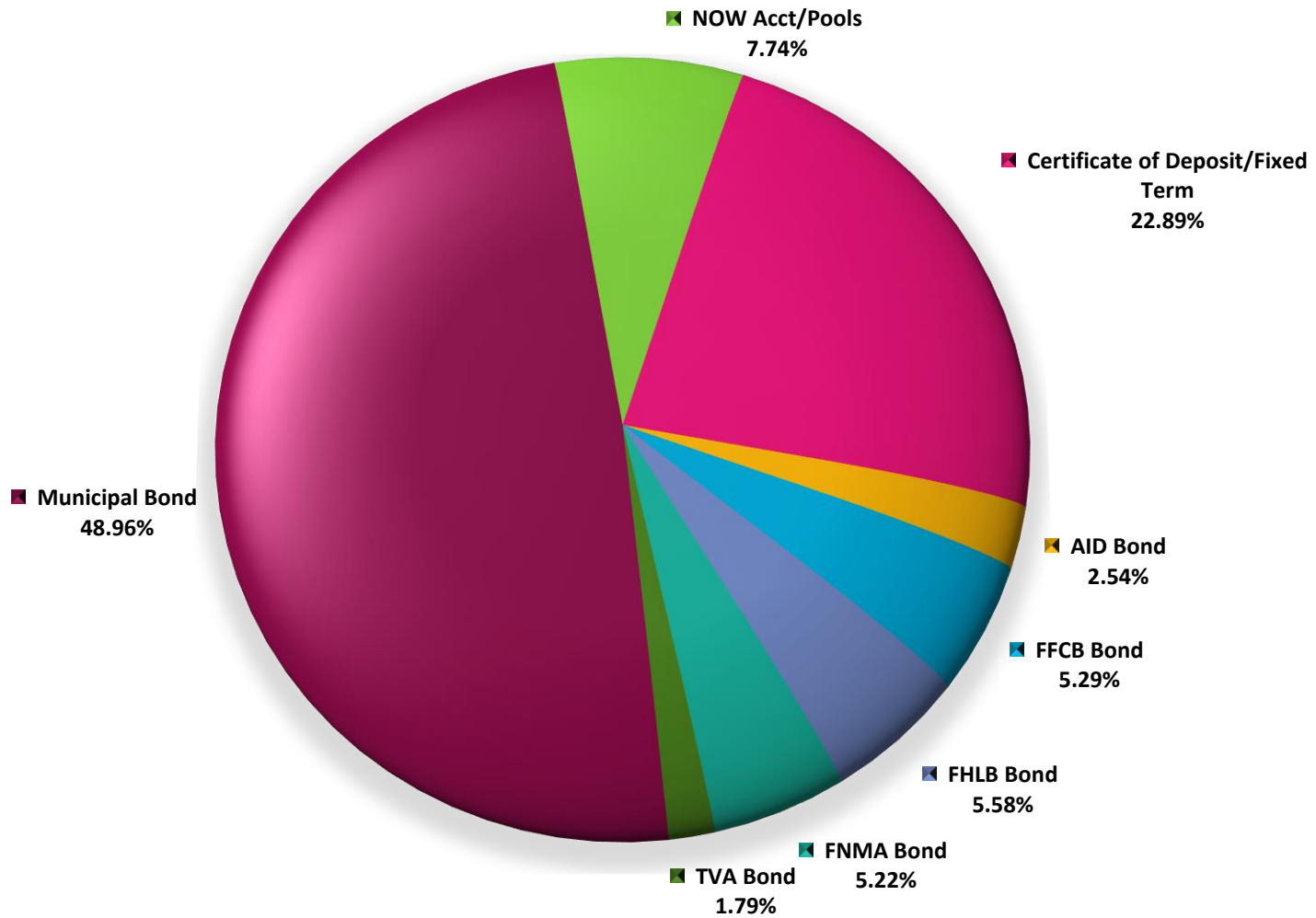
P2- Issuers rated Prime-1 have a strong ability to repay short-term debt obligations

P3- Issuers rated Prime-1 have an acceptable ability to repay short-term debt obligations

Standard and Poor's Ratings Definitions:

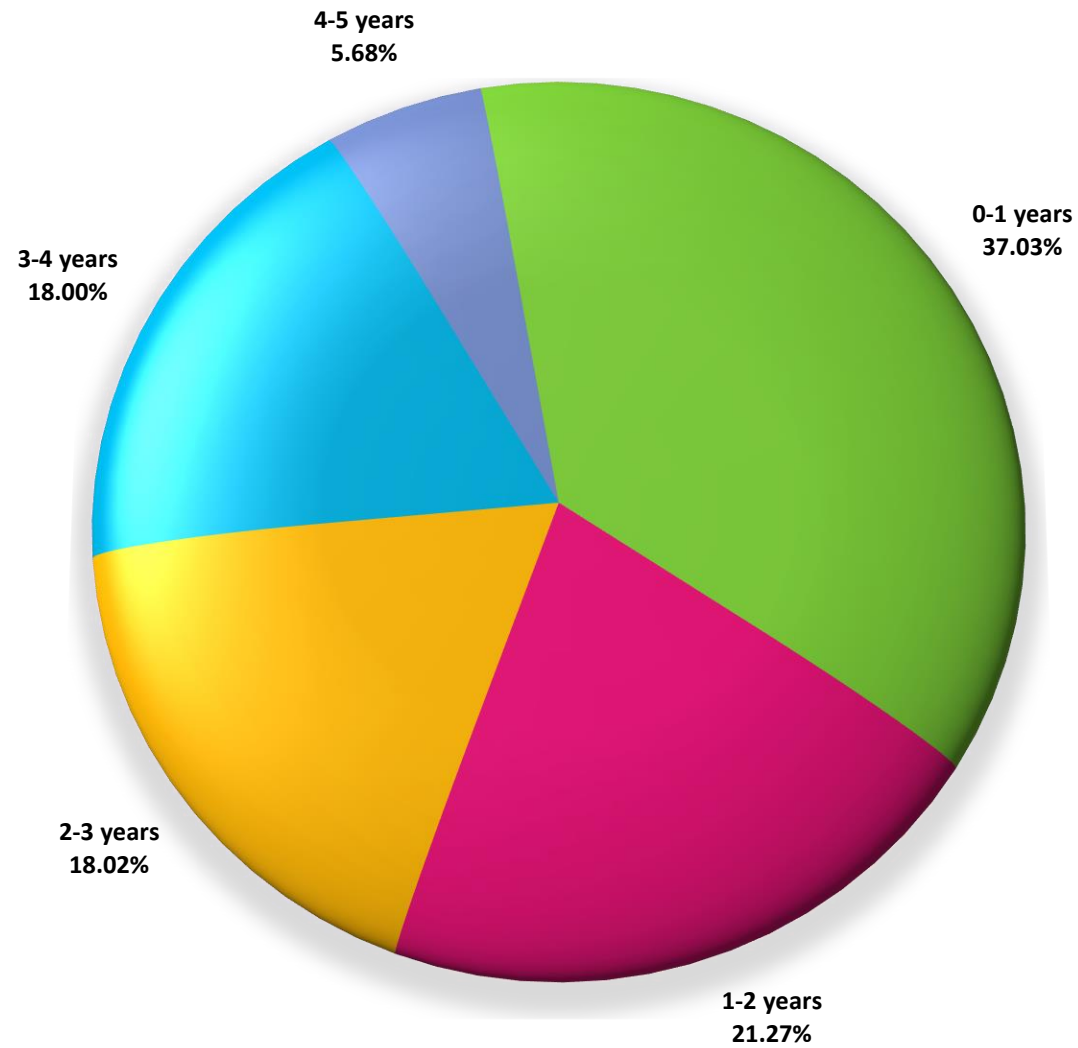
AAA- capacity to meet its financial commitment on the obligation is extremely strong

Portfolio Composition 9/30/19

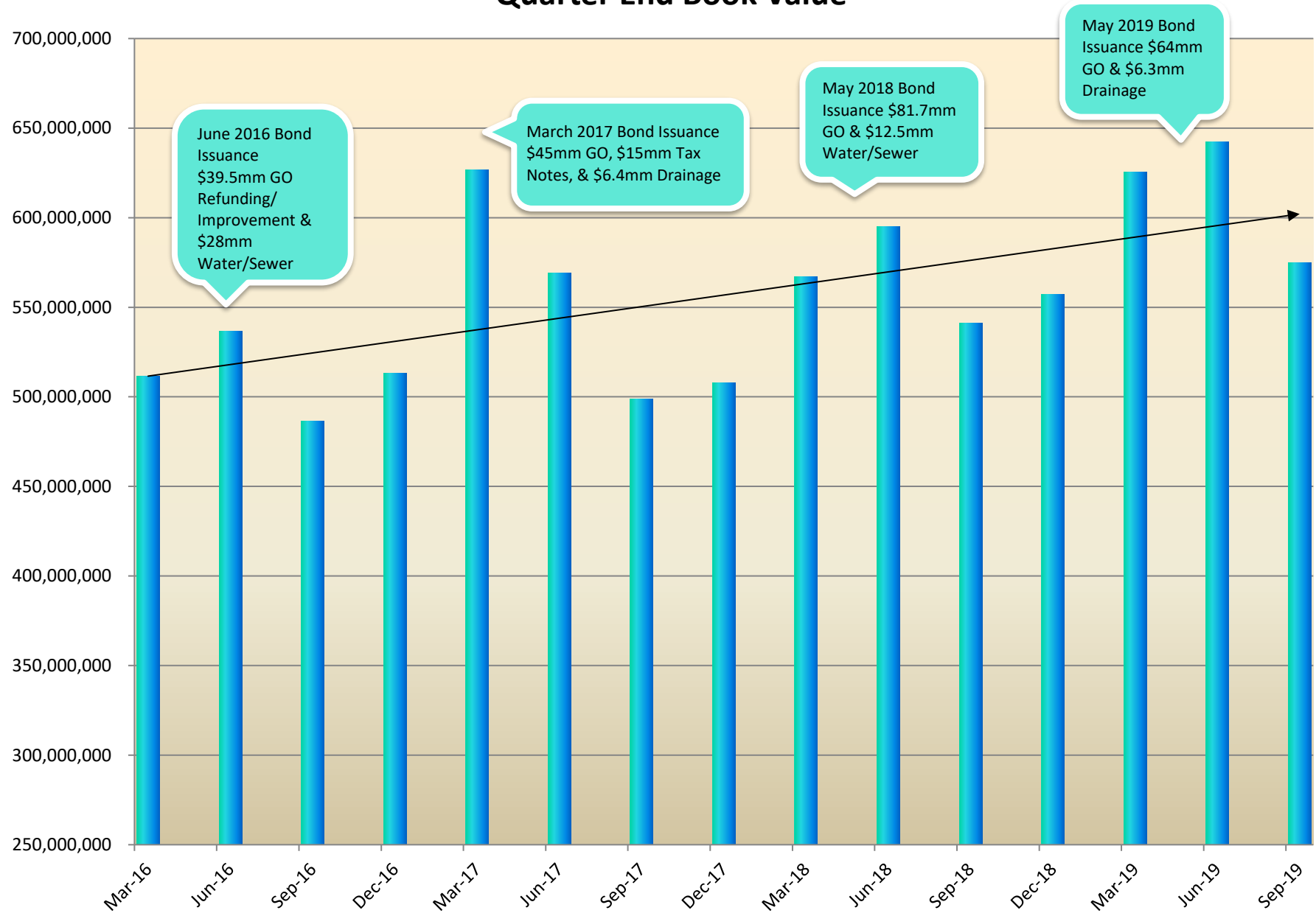


*US Backed Agency Bonds Total 20.42%

Portfolio Maturities 9/30/19



Quarter End Book Value



Adjusted Book Value Comparison

Security Description	Yield	Maturity Date	June 30, 2019		Purchase/ Adjustment	(Maturity/Call/ Sale/Adjustment)	September 30, 2019	
			Par Value	Adjusted Book Value			Par Value	Adjusted Book Value
Capital One NOW Account	2.15%	10/01/19	20,195,063.71	20,195,063.71	-	(1,351,811.32)	18,843,252.39	18,843,252.39
Legacy NOW Account	2.30%	10/01/19	31,397,528.81	31,397,528.81	-	(13,114,058.37)	18,283,470.44	18,283,470.44
Texas Daily	2.15%	10/01/19	12,343,129.09	12,343,129.09	-	(12,245,344.39)	97,784.70	97,784.70
Texas Class	2.20%	10/01/19	48,496,823.82	48,496,823.82	-	(41,252,385.78)	7,244,438.04	7,244,438.04
Texas TERM	2.80%	07/10/19	15,000,000.00	15,000,000.00	-	(15,000,000.00)	-	-
Texas TERM	2.16%	04/03/20	-	-	15,000,000.00	-	15,000,000.00	15,000,000.00
Certificate of Deposit	2.67%	07/31/19	15,139,037.34	15,139,037.34	-	(15,139,037.34)	-	-
Certificate of Deposit	2.75%	08/22/19	25,000,000.00	25,000,000.00	-	(25,000,000.00)	-	-
Certificate of Deposit	2.60%	01/06/20	10,347,906.08	10,347,906.08	-	-	10,347,906.08	10,347,906.08
Certificate of Deposit	2.67%	01/13/20	5,389,311.03	5,389,311.03	-	-	5,389,311.03	5,389,311.03
Certificate of Deposit	2.65%	01/15/20	5,000,000.00	5,000,000.00	-	-	5,000,000.00	5,000,000.00
Certificate of Deposit	2.65%	01/23/20	5,000,000.00	5,000,000.00	-	-	5,000,000.00	5,000,000.00
Certificate of Deposit	2.65%	01/30/20	10,660,413.02	10,660,413.02	-	-	10,660,413.02	10,660,413.02
Certificate of Deposit	1.88%	08/24/20	-	-	15,000,000.00	-	15,000,000.00	15,000,000.00
Certificate of Deposit	2.70%	03/07/21	10,000,000.00	10,000,000.00	-	-	10,000,000.00	10,000,000.00
Certificate of Deposit	1.59%	04/22/21	-	-	10,171,345.29	-	10,171,345.29	10,171,345.29
Certificate of Deposit	2.37%	06/11/21	15,000,000.00	15,000,000.00	-	-	15,000,000.00	15,000,000.00
Certificate of Deposit	2.75%	03/10/22	4,811,061.78	4,811,061.78	-	-	4,811,061.78	4,811,061.78
Certificate of Deposit	2.04%	06/10/22	9,844,071.56	9,844,071.56	-	-	9,844,071.56	9,844,071.56
Certificate of Deposit	1.98%	07/31/22	-	-	15,340,807.80	-	15,340,807.80	15,340,807.80
AID Bond	2.26%	09/18/23	13,000,000.00	14,680,634.82	-	(100,336.41)	13,000,000.00	14,580,298.41
FFCB Bond	1.04%	07/12/19	20,000,000.00	19,999,842.97	-	(19,999,842.97)	-	-
FFCB Bond	3.04%	09/19/22	13,000,000.00	13,004,089.18	-	(319.63)	13,000,000.00	13,003,769.55
FFCB Bond	3.12%	03/01/23	18,000,000.00	17,386,234.17	42,139.15	-	18,000,000.00	17,428,373.32
FHLB Bond	3.02%	08/26/22	19,000,000.00	19,000,000.00	-	-	19,000,000.00	19,000,000.00
FHLB Bond	3.13%	06/09/23	13,000,000.00	13,057,927.49	-	(3,700.92)	13,000,000.00	13,054,226.57
FNMA Bond	1.45%	09/16/19	12,000,000.00	12,000,000.00	-	(12,000,000.00)	-	-
FNMA Bond	1.53%	06/15/20	10,000,000.00	10,004,345.25	-	(1,138.92)	10,000,000.00	10,003,206.33
FNMA Bond	1.42%	08/28/20	20,000,000.00	19,995,800.28	909.11	-	20,000,000.00	19,996,709.39
TVA Bond	1.88%	02/15/21	10,000,000.00	10,311,862.47	-	(48,139.84)	10,000,000.00	10,263,722.63
Municipal Bond	1.00%	07/01/19	6,600,000.00	6,600,134.15	-	(6,600,134.15)	-	-
Municipal Bond	1.73%	07/01/19	2,390,000.00	2,390,029.98	-	(2,390,029.98)	-	-
Municipal Bond	1.60%	07/01/19	5,000,000.00	5,000,025.89	-	(5,000,025.89)	-	-
Municipal Bond	1.40%	08/01/19	2,850,000.00	2,856,098.73	-	(2,856,098.73)	-	-
Municipal Bond	1.53%	08/15/19	625,000.00	627,225.71	-	(627,225.71)	-	-
Municipal Bond	1.70%	08/15/19	500,000.00	501,006.17	-	(501,006.17)	-	-
Municipal Bond	1.00%	08/15/19	4,020,000.00	4,043,698.79	-	(4,043,698.79)	-	-
Municipal Bond	2.50%	10/01/19	5,000,000.00	5,001,240.00	-	(1,226.67)	5,000,000.00	5,000,013.33
Municipal Bond	1.62%	10/15/19	505,000.00	505,000.00	-	-	505,000.00	505,000.00
Municipal Bond	1.60%	02/01/20	5,000,000.00	5,096,732.57	-	(41,200.91)	5,000,000.00	5,055,531.66
Municipal Bond	1.49%	02/15/20	12,025,000.00	12,135,364.25	-	(44,145.70)	12,025,000.00	12,091,218.55
Municipal Bond	2.45%	03/15/20	9,515,000.00	9,497,032.01	6,382.45	-	9,515,000.00	9,503,414.46
Municipal Bond	1.68%	04/01/20	1,930,000.00	1,948,772.63	-	(6,257.55)	1,930,000.00	1,942,515.08
Municipal Bond	3.23%	04/01/20	365,000.00	363,803.83	398.72	-	365,000.00	364,202.55
Municipal Bond	2.60%	04/15/20	1,100,000.00	1,101,560.90	-	(495.18)	1,100,000.00	1,101,065.72
Municipal Bond	1.65%	05/15/20	5,000,000.00	5,010,730.35	-	(3,084.98)	5,000,000.00	5,007,645.37
Municipal Bond	1.78%	06/01/20	1,725,000.00	1,732,542.21	-	(2,059.00)	1,725,000.00	1,730,483.21
Municipal Bond	1.00%	06/01/20	3,215,000.00	3,225,872.70	-	(2,968.21)	3,215,000.00	3,222,904.49
Municipal Bond	1.62%	07/01/20	10,270,000.00	10,372,605.67	-	(25,721.31)	10,270,000.00	10,346,884.36
Municipal Bond	1.25%	07/01/20	3,000,000.00	3,021,982.35	-	(5,510.56)	3,000,000.00	3,016,471.79
Municipal Bond	1.04%	08/01/20	8,120,000.00	8,116,525.69	803.11	-	8,120,000.00	8,117,328.80
Municipal Bond	1.33%	09/01/20	5,000,000.00	5,014,323.75	-	(3,071.76)	5,000,000.00	5,011,251.99
Municipal Bond	1.15%	02/01/21	13,000,000.00	13,120,556.14	-	(19,056.98)	13,000,000.00	13,101,499.16
Municipal Bond	2.53%	02/01/21	4,000,000.00	4,019,829.82	-	(3,134.61)	4,000,000.00	4,016,695.21
Municipal Bond	2.48%	03/01/21	580,000.00	594,183.97	-	(2,139.22)	580,000.00	592,044.75

Adjusted Book Value Comparison

Security Description	Yield	Maturity Date	June 30, 2019		Purchase/ Adjustment	(Maturity/Call/ Sale/Adjustment)	September 30, 2019	
			Par Value	Adjusted Book Value			Par Value	Adjusted Book Value
Municipal Bond	2.48%	03/15/21	10,000,000.00	10,000,000.00	-	-	10,000,000.00	10,000,000.00
Municipal Bond	1.84%	03/15/21	2,335,000.00	2,375,739.68	-	(6,006.49)	2,335,000.00	2,369,733.19
Municipal Bond	2.62%	05/01/21	3,445,000.00	3,427,190.67	2,441.81	-	3,445,000.00	3,429,632.48
Municipal Bond	2.55%	05/15/21	10,420,000.00	10,360,009.04	8,057.18	-	10,420,000.00	10,368,066.22
Municipal Bond	2.54%	05/15/21	5,000,000.00	4,956,267.20	5,873.60	-	5,000,000.00	4,962,140.80
Municipal Bond	1.80%	06/01/21	535,000.00	542,718.52	-	(1,011.54)	535,000.00	541,706.98
Municipal Bond	1.92%	07/01/21	360,000.00	380,147.75	-	(2,532.23)	360,000.00	377,615.52
Municipal Bond	2.53%	07/01/21	1,550,000.00	1,545,905.70	514.58	-	1,550,000.00	1,546,420.28
Municipal Bond	2.64%	08/01/21	13,360,000.00	13,318,479.20	5,006.44	-	13,360,000.00	13,323,485.64
Municipal Bond	1.90%	08/15/21	6,905,000.00	7,459,576.56	-	(65,664.15)	6,905,000.00	7,393,912.41
Municipal Bond	2.45%	09/01/21	3,780,000.00	3,815,655.55	-	(4,131.38)	3,780,000.00	3,811,524.17
Municipal Bond	2.67%	09/01/21	1,000,000.00	981,643.02	2,127.00	-	1,000,000.00	983,770.02
Municipal Bond	2.68%	10/01/21	445,000.00	446,143.20	-	(127.64)	445,000.00	446,015.56
Municipal Bond	1.87%	02/01/22	-	-	1,014,310.10	-	1,000,000.00	1,014,310.10
Municipal Bond	2.45%	02/15/22	3,685,000.00	3,694,124.58	-	(873.53)	3,685,000.00	3,693,251.05
Municipal Bond	2.40%	04/01/22	615,000.00	628,073.78	-	(1,195.62)	615,000.00	626,878.16
Municipal Bond	2.55%	04/01/22	1,245,000.00	1,262,060.67	-	(1,560.22)	1,245,000.00	1,260,500.45
Municipal Bond	2.42%	05/15/22	785,000.00	804,064.38	-	(1,670.40)	785,000.00	802,393.98
Municipal Bond	2.34%	05/15/22	500,000.00	501,913.29	-	(167.64)	500,000.00	501,745.65
Municipal Bond	2.54%	05/15/22	1,200,000.00	1,190,295.92	850.27	-	1,200,000.00	1,191,146.19
Municipal Bond	1.78%	06/01/22	-	-	506,603.45	-	500,000.00	506,603.45
Municipal Bond	2.42%	06/30/22	2,250,000.00	2,447,009.01	-	(16,537.25)	2,250,000.00	2,430,471.76
Municipal Bond	2.28%	07/01/22	1,000,000.00	996,022.68	333.56	-	1,000,000.00	996,356.24
Municipal Bond	1.59%	08/01/22	-	-	19,000,000.00	-	19,000,000.00	19,000,000.00
Municipal Bond	2.60%	08/01/22	3,550,000.00	3,471,789.57	6,378.86	-	3,550,000.00	3,478,168.43
Municipal Bond	2.65%	08/01/22	4,565,000.00	4,589,512.60	-	(1,999.25)	4,565,000.00	4,587,513.35
Municipal Bond	2.71%	09/15/22	1,000,000.00	1,033,448.10	-	(2,623.38)	1,000,000.00	1,030,824.72
Municipal Bond	2.61%	10/01/22	940,000.00	931,806.14	634.01	-	940,000.00	932,440.15
Municipal Bond	2.30%	10/01/22	935,000.00	1,013,296.99	-	(6,058.30)	935,000.00	1,007,238.69
Municipal Bond	2.37%	02/01/23	940,000.00	955,867.73	-	(1,112.67)	940,000.00	954,755.06
Municipal Bond	1.98%	02/15/23	-	-	2,382,200.35	-	2,180,000.00	2,382,200.35
Municipal Bond	1.72%	04/01/23	-	-	678,500.12	-	640,000.00	678,500.12
Municipal Bond	2.85%	05/01/23	20,000,000.00	19,769,518.87	15,135.09	-	20,000,000.00	19,784,653.96
Municipal Bond	3.28%	06/30/23	5,200,000.00	5,622,580.49	-	(26,610.14)	5,200,000.00	5,595,970.35
Municipal Bond	2.47%	07/01/23	1,200,000.00	1,228,696.09	-	(1,805.78)	1,200,000.00	1,226,890.31
Municipal Bond	1.75%	08/01/23	-	-	10,607,464.09	-	10,595,000.00	10,607,464.09
Municipal Bond	1.61%	08/01/23	-	-	11,975,000.00	-	11,975,000.00	11,975,000.00
Municipal Bond	2.34%	08/01/23	550,000.00	556,606.48	-	(407.10)	550,000.00	556,199.38
Municipal Bond	2.71%	08/01/23	750,000.00	729,144.66	1,285.12	-	750,000.00	730,429.78
Municipal Bond	2.47%	08/01/23	900,000.00	883,076.83	1,042.82	-	900,000.00	884,119.65
Municipal Bond	2.84%	08/01/23	1,000,000.00	1,091,823.22	-	(5,658.23)	1,000,000.00	1,086,164.99
Municipal Bond	2.41%	10/01/23	1,790,000.00	1,836,191.80	-	(2,734.65)	1,790,000.00	1,833,457.15
Municipal Bond	2.70%	10/15/23	990,000.00	1,015,010.63	-	(1,467.46)	990,000.00	1,013,543.17
Municipal Bond	2.63%	03/15/24	10,000,000.00	10,100,834.16	-	(5,393.45)	10,000,000.00	10,095,440.71
Municipal Bond	2.65%	04/01/24	10,360,000.00	10,450,716.95	-	(4,804.82)	10,360,000.00	10,445,912.13
Municipal Bond	2.71%	04/01/24	750,000.00	791,082.34	-	(2,175.93)	750,000.00	788,906.41
Municipal Bond	2.02%	06/01/24	-	-	7,192,080.80	-	7,000,000.00	7,192,080.80
Municipal Bond	1.83%	08/01/24	-	-	1,273,441.67	-	1,200,000.00	1,273,441.67
TOTAL			\$ 638,794,346.24	\$ 642,166,005.18	\$ 110,242,066.55	\$(177,598,737.20)	\$ 571,308,862.13	\$ 574,809,334.53

Market Value Comparison

Security Description	Yield	Maturity Date	June 30, 2019		Qtr to Qtr Change	September 30, 2019	
			Par Value	Market Value		Par Value	Market Value
Capital One NOW Account	2.15%	10/01/19	20,195,063.71	20,195,063.71	(1,351,811.32)	18,843,252.39	18,843,252.39
Legacy NOW Account	2.30%	10/01/19	31,397,528.81	31,397,528.81	(13,114,058.37)	18,283,470.44	18,283,470.44
Texas Daily	2.15%	10/01/19	12,343,129.09	12,343,129.09	(12,245,344.39)	97,784.70	97,784.70
Texas Class	2.20%	10/01/19	48,496,823.82	48,496,823.82	(41,252,385.78)	7,244,438.04	7,244,438.04
Texas TERM	2.80%	07/10/19	15,000,000.00	15,000,000.00	(15,000,000.00)	-	-
Texas TERM	2.16%	04/03/20	-	-	15,000,000.00	15,000,000.00	15,000,000.00
Certificate of Deposit	2.67%	07/31/19	15,139,037.34	15,139,037.34	(15,139,037.34)	-	-
Certificate of Deposit	2.75%	08/22/19	25,000,000.00	25,000,000.00	(25,000,000.00)	-	-
Certificate of Deposit	2.60%	01/06/20	10,347,906.08	10,347,906.08	-	10,347,906.08	10,347,906.08
Certificate of Deposit	2.67%	01/13/20	5,389,311.03	5,389,311.03	-	5,389,311.03	5,389,311.03
Certificate of Deposit	2.65%	01/15/20	5,000,000.00	5,000,000.00	-	5,000,000.00	5,000,000.00
Certificate of Deposit	2.65%	01/23/20	5,000,000.00	5,000,000.00	-	5,000,000.00	5,000,000.00
Certificate of Deposit	2.65%	01/30/20	10,660,413.02	10,660,413.02	-	10,660,413.02	10,660,413.02
Certificate of Deposit	1.88%	08/24/20	-	-	15,000,000.00	15,000,000.00	15,000,000.00
Certificate of Deposit	2.70%	03/07/21	10,000,000.00	10,000,000.00	-	10,000,000.00	10,000,000.00
Certificate of Deposit	1.59%	04/22/21	-	-	10,171,345.29	10,171,345.29	10,171,345.29
Certificate of Deposit	2.37%	06/11/21	15,000,000.00	15,000,000.00	-	15,000,000.00	15,000,000.00
Certificate of Deposit	2.75%	03/10/22	4,811,061.78	4,811,061.78	-	4,811,061.78	4,811,061.78
Certificate of Deposit	2.04%	06/10/22	9,844,071.56	9,844,071.56	-	9,844,071.56	9,844,071.56
Certificate of Deposit	1.98%	07/31/22	-	-	15,340,807.80	15,340,807.80	15,340,807.80
AID Bond	2.26%	09/18/23	13,000,000.00	14,858,142.00	37,697.14	13,000,000.00	14,895,839.14
FFCB Bond	1.04%	07/12/19	20,000,000.00	19,992,160.00	(19,992,160.00)	-	-
FFCB Bond	3.04%	09/19/22	13,000,000.00	13,489,242.00	41,910.70	13,000,000.00	13,531,152.70
FFCB Bond	3.12%	03/01/23	18,000,000.00	18,146,754.00	156,133.98	18,000,000.00	18,302,887.98
FHLB Bond	3.02%	08/26/22	19,000,000.00	19,715,388.00	44,461.90	19,000,000.00	19,759,849.90
FHLB Bond	3.13%	06/09/23	13,000,000.00	13,682,695.00	45,940.05	13,000,000.00	13,728,635.05
FNMA Bond	1.45%	09/16/19	12,000,000.00	11,981,028.00	(11,981,028.00)	-	-
FNMA Bond	1.53%	06/15/20	10,000,000.00	9,961,470.00	19,883.90	10,000,000.00	9,981,353.90
FNMA Bond	1.42%	08/28/20	20,000,000.00	19,880,400.00	37,037.40	20,000,000.00	19,917,437.40
TVA Bond	1.88%	02/15/21	10,000,000.00	10,317,430.00	(35,918.60)	10,000,000.00	10,281,511.40
Municipal Bond	1.00%	07/01/19	6,600,000.00	6,600,000.00	(6,600,000.00)	-	-
Municipal Bond	1.73%	07/01/19	2,390,000.00	2,390,000.00	(2,390,000.00)	-	-
Municipal Bond	1.60%	07/01/19	5,000,000.00	5,000,000.00	(5,000,000.00)	-	-
Municipal Bond	1.40%	08/01/19	2,850,000.00	2,853,192.00	(2,853,192.00)	-	-
Municipal Bond	1.53%	08/15/19	625,000.00	626,662.50	(626,662.50)	-	-
Municipal Bond	1.70%	08/15/19	500,000.00	500,605.00	(500,605.00)	-	-
Municipal Bond	1.00%	08/15/19	4,020,000.00	4,037,085.00	(4,037,085.00)	-	-
Municipal Bond	2.50%	10/01/19	5,000,000.00	5,004,950.00	(4,950.00)	5,000,000.00	5,000,000.00
Municipal Bond	1.62%	10/15/19	505,000.00	504,000.10	924.15	505,000.00	504,924.25
Municipal Bond	1.60%	02/01/20	5,000,000.00	5,082,600.00	(34,950.00)	5,000,000.00	5,047,650.00
Municipal Bond	1.49%	02/15/20	12,025,000.00	12,083,201.00	(9,980.75)	12,025,000.00	12,073,220.25
Municipal Bond	2.45%	03/15/20	9,515,000.00	9,515,761.20	12,084.05	9,515,000.00	9,527,845.25
Municipal Bond	1.68%	04/01/20	1,930,000.00	1,942,776.60	(926.40)	1,930,000.00	1,941,850.20
Municipal Bond	3.23%	04/01/20	365,000.00	366,317.65	(83.95)	365,000.00	366,233.70
Municipal Bond	2.60%	04/15/20	1,100,000.00	1,106,479.00	(979.00)	1,100,000.00	1,105,500.00
Municipal Bond	1.65%	05/15/20	5,000,000.00	4,998,800.00	(100.00)	5,000,000.00	4,998,700.00
Municipal Bond	1.78%	06/01/20	1,725,000.00	1,727,208.00	1,017.75	1,725,000.00	1,728,225.75
Municipal Bond	1.00%	06/01/20	3,215,000.00	3,193,363.05	8,873.40	3,215,000.00	3,202,236.45
Municipal Bond	1.62%	07/01/20	10,270,000.00	10,305,431.50	20,231.90	10,270,000.00	10,325,663.40
Municipal Bond	1.25%	07/01/20	3,000,000.00	2,996,130.00	3,660.00	3,000,000.00	2,999,790.00
Municipal Bond	1.04%	08/01/20	8,120,000.00	8,036,607.60	33,048.40	8,120,000.00	8,069,656.00
Municipal Bond	1.33%	09/01/20	5,000,000.00	4,975,900.00	5,150.00	5,000,000.00	4,981,050.00
Municipal Bond	1.15%	02/01/21	13,000,000.00	12,949,820.00	34,580.00	13,000,000.00	12,984,400.00
Municipal Bond	2.53%	02/01/21	4,000,000.00	4,052,680.00	600.00	4,000,000.00	4,053,280.00
Municipal Bond	2.48%	03/01/21	580,000.00	598,078.60	(1,838.60)	580,000.00	596,240.00

Market Value Comparison

Security Description	Yield	Maturity Date	June 30, 2019		Qtr to Qtr Change	September 30, 2019	
			Par Value	Market Value		Par Value	Market Value
Municipal Bond	2.48%	03/15/21	10,000,000.00	10,098,300.00	800.00	10,000,000.00	10,099,100.00
Municipal Bond	1.84%	03/15/21	2,335,000.00	2,366,826.05	2,264.95	2,335,000.00	2,369,091.00
Municipal Bond	2.62%	05/01/21	3,445,000.00	3,471,388.70	(16,846.05)	3,445,000.00	3,454,542.65
Municipal Bond	2.55%	05/15/21	10,420,000.00	10,484,604.00	13,754.40	10,420,000.00	10,498,358.40
Municipal Bond	2.54%	05/15/21	5,000,000.00	5,014,850.00	8,700.00	5,000,000.00	5,023,550.00
Municipal Bond	1.80%	06/01/21	535,000.00	540,435.60	315.65	535,000.00	540,751.25
Municipal Bond	1.92%	07/01/21	360,000.00	378,849.60	(1,566.00)	360,000.00	377,283.60
Municipal Bond	2.53%	07/01/21	1,550,000.00	1,558,912.50	2,077.00	1,550,000.00	1,560,989.50
Municipal Bond	2.64%	08/01/21	13,360,000.00	13,474,762.40	11,356.00	13,360,000.00	13,486,118.40
Municipal Bond	1.90%	08/15/21	6,905,000.00	7,445,247.20	(47,368.30)	6,905,000.00	7,397,878.90
Municipal Bond	2.45%	09/01/21	3,780,000.00	3,854,466.00	(8,694.00)	3,780,000.00	3,845,772.00
Municipal Bond	2.67%	09/01/21	1,000,000.00	993,300.00	2,370.00	1,000,000.00	995,670.00
Municipal Bond	2.68%	10/01/21	445,000.00	450,771.65	502.85	445,000.00	451,274.50
Municipal Bond	1.87%	02/01/22	-	-	1,014,340.00	1,000,000.00	1,014,340.00
Municipal Bond	2.45%	02/15/22	3,685,000.00	3,732,610.20	15,661.25	3,685,000.00	3,748,271.45
Municipal Bond	2.40%	04/01/22	615,000.00	635,916.15	215.25	615,000.00	636,131.40
Municipal Bond	2.55%	04/01/22	1,245,000.00	1,281,378.90	946.20	1,245,000.00	1,282,325.10
Municipal Bond	2.42%	05/15/22	785,000.00	816,062.45	157.00	785,000.00	816,219.45
Municipal Bond	2.34%	05/15/22	500,000.00	506,550.00	2,995.00	500,000.00	509,545.00
Municipal Bond	2.54%	05/15/22	1,200,000.00	1,210,308.00	5,472.00	1,200,000.00	1,215,780.00
Municipal Bond	1.78%	06/01/22	-	-	503,640.00	500,000.00	503,640.00
Municipal Bond	2.42%	06/30/22	2,250,000.00	2,476,597.50	(11,610.00)	2,250,000.00	2,464,987.50
Municipal Bond	2.28%	07/01/22	1,000,000.00	1,000,820.00	6,810.00	1,000,000.00	1,007,630.00
Municipal Bond	1.59%	08/01/22	-	-	18,968,840.00	19,000,000.00	18,968,840.00
Municipal Bond	2.60%	08/01/22	3,550,000.00	3,523,730.00	18,531.00	3,550,000.00	3,542,261.00
Municipal Bond	2.65%	08/01/22	4,565,000.00	4,669,492.85	(3,241.15)	4,565,000.00	4,666,251.70
Municipal Bond	2.71%	09/15/22	1,000,000.00	1,037,330.00	(1,360.00)	1,000,000.00	1,035,970.00
Municipal Bond	2.61%	10/01/22	940,000.00	947,247.40	3,402.80	940,000.00	950,650.20
Municipal Bond	2.30%	10/01/22	935,000.00	1,024,722.60	(2,571.25)	935,000.00	1,022,151.35
Municipal Bond	2.37%	02/01/23	940,000.00	966,508.00	2,970.40	940,000.00	969,478.40
Municipal Bond	1.98%	02/15/23	-	-	2,382,914.40	2,180,000.00	2,382,914.40
Municipal Bond	1.72%	04/01/23	-	-	677,465.60	640,000.00	677,465.60
Municipal Bond	2.85%	05/01/23	20,000,000.00	20,277,400.00	104,400.00	20,000,000.00	20,381,800.00
Municipal Bond	3.28%	06/30/23	5,200,000.00	5,875,168.00	(4,108.00)	5,200,000.00	5,871,060.00
Municipal Bond	2.47%	07/01/23	1,200,000.00	1,236,348.00	17,280.00	1,200,000.00	1,253,628.00
Municipal Bond	1.75%	08/01/23	-	-	10,564,062.60	10,595,000.00	10,564,062.60
Municipal Bond	1.61%	08/01/23	-	-	11,952,247.50	11,975,000.00	11,952,247.50
Municipal Bond	2.34%	08/01/23	550,000.00	562,490.50	5,368.00	550,000.00	567,858.50
Municipal Bond	2.71%	08/01/23	750,000.00	743,632.50	6,330.00	750,000.00	749,962.50
Municipal Bond	2.47%	08/01/23	900,000.00	892,359.00	7,596.00	900,000.00	899,955.00
Municipal Bond	2.84%	08/01/23	1,000,000.00	1,120,120.00	(140.00)	1,000,000.00	1,119,980.00
Municipal Bond	2.41%	10/01/23	1,790,000.00	1,868,258.80	8,663.60	1,790,000.00	1,876,922.40
Municipal Bond	2.70%	10/15/23	990,000.00	1,041,885.90	4,494.60	990,000.00	1,046,380.50
Municipal Bond	2.63%	03/15/24	10,000,000.00	10,253,400.00	80,600.00	10,000,000.00	10,334,000.00
Municipal Bond	2.65%	04/01/24	10,360,000.00	10,712,654.40	77,389.20	10,360,000.00	10,790,043.60
Municipal Bond	2.71%	04/01/24	750,000.00	802,170.00	4,365.00	750,000.00	806,535.00
Municipal Bond	2.02%	06/01/24	-	-	7,072,590.00	7,000,000.00	7,072,590.00
Municipal Bond	1.83%	08/01/24	-	-	1,269,672.00	1,200,000.00	1,269,672.00
TOTAL			\$ 638,794,346.24	\$ 646,444,578.89	\$ (66,433,653.69)	\$ 571,308,862.13	\$ 580,010,925.20

Book Value Allocation						
	June 30, 2019		September 30, 2019		Previous Quarter Comparison	
	% Equity in Treasury Pool	Book Value Fund Allocation	% Equity in Treasury Pool	Book Value Fund Allocation	Book Value Change (%)	Change (\$)
General Fund	14.81%	95,122,075.87	10.88%	62,539,841.90	-3.93%	(32,582,233.97)
Debt Service Fund	6.84%	43,927,208.03	0.96%	5,497,681.34	-5.88%	(38,429,526.70)
Capital Projects Funds	35.30%	226,712,400.41	36.14%	207,735,019.31	0.84%	(18,977,381.10)
Enterprise Funds	13.28%	85,295,912.61	17.66%	101,529,627.38	4.38%	16,233,714.77
Special Revenue Funds	14.84%	95,297,693.52	16.88%	97,017,642.74	2.04%	1,719,949.23
Internal Service Funds	12.57%	80,716,110.36	15.01%	86,265,216.41	2.44%	5,549,106.05
Agency Funds	0.46%	2,922,421.05	0.51%	2,924,894.70	0.05%	2,473.66
Component Units	1.96%	12,615,918.93	2.03%	11,674,064.52	0.07%	(941,854.41)
115 Trust	-0.07%	(443,735.59)	-0.07%	(374,653.77)	0.00%	69,081.82
Totals	100.00%	642,166,005.18	100.00%	574,809,334.53		-67,356,670.65

Market Value Allocation						
	June 30, 2019		September 30, 2019		Previous Quarter Comparison	
	% Equity in Treasury Pool	Market Value Fund Allocation	% Equity in Treasury Pool	Market Value Fund Allocation	Market Value Change (%)	Change (\$)
General Fund	14.81%	95,755,847.83	10.88%	63,105,780.27	-3.93%	(32,650,067.56)
Debt Service Fund	6.84%	44,219,882.82	0.96%	5,547,431.20	-5.88%	(38,672,451.61)
Capital Projects Funds	35.30%	228,222,922.16	36.14%	209,614,864.46	0.84%	(18,608,057.70)
Enterprise Funds	13.28%	85,864,215.58	17.66%	102,448,393.88	4.38%	16,584,178.30
Special Revenue Funds	14.84%	95,932,635.58	16.88%	97,895,579.19	2.04%	1,962,943.61
Internal Service Funds	12.57%	81,253,899.38	15.01%	87,045,851.51	2.44%	5,791,952.13
Agency Funds	0.46%	2,941,892.33	0.51%	2,951,362.79	0.05%	9,470.47
Component Units	1.96%	12,699,975.29	2.03%	11,779,705.99	0.07%	(920,269.30)
115 Trust	-0.07%	(446,692.08)	-0.07%	(378,044.11)	0.00%	68,647.97
Totals	100.00%	646,444,578.89	100.00%	580,010,925.20		-66,433,653.69

Allocations are based upon fund equity in the Treasury Pool at the end of the period.

CITY COUNCIL AGENDA MEMO

MEETING DATE: 12/9/2019
DEPARTMENT: Finance
DIRECTOR: Denise Tacke, Director of Finance
AGENDA ITEM: To Approve the City's Public Funds Investment Policy
RECOMMENDED ACTION: Adoption of Resolutions

ITEM SUMMARY

Resolution No. 2019-12-4(R): To review and approve the City's official Public Funds Investment Policy, and providing an effective date. **Adopted**

BACKGROUND

1. Page 5, "Authorized Investments" - The wording "as described in PFIA 2256.009...", "Bonds issued, assumed or guaranteed by the State of Israel;" and "as described in PFIA 2256.010..." were added to more closely mirror the PFIA.
2. Page 6, "Authorized Investments" - The wording "as described in PFIA 2256.011...", "described in PFIA 2256.009 (a) (1) or 2256.013...", "prior to the deposit, an executed "Master Repurchase Agreement" must be in place;" "as described in PFIA 2256.013 having a stated maturity of 365 days" and "as described by the PFIA 2256.014" were added to more closely mirror the PFIA.
3. Page 7, "Authorized Investments" - The wording "2256.016" was added to more closely mirror the PFIA.
4. Page 7, "Unauthorized Investments" - The wording "4. Collateralized mortgage obligations the interest rate of which is determined by an index that adjusts opposite to the changes in the market index." was added to more closely mirror the PFIA.
5. Page 8, - The wording "Bond Proceeds and Pledged Revenue Local government investment officers are authorized to invest bond proceeds or revenue pledged to the payment of the debt obligation on to the extent permitted by the Act, in accordance with provisions governing the debt issuance, as applicable, and the City's approved investment policy regarding the debt issuance, as applicable." was added to comply with the most recent PFIA legislative change.
6. Page 9, - The wording "Bank deposits and repurchase agreements often require collateral substitution. If the City has a contractual agreement with an independent third-party custodian, this custody agent shall permit collateral substitution provided that the total value of the new securities maintains a market value equal to or greater than the required collateral level. Collateral used to secure direct bank deposits shall be monitored no less than monthly. Substitution of bank collateral is permitted provided that the total market value meets or exceeds the value of the bank deposit." was added to mirror current City procedures.
7. Page 12, "Internal Controls and Compliance Audit" - The wording "The Investment Officers are responsible for executing investment transactions and the Accounting division is responsible for preparation of general ledger journal entries based on documentation prepared by the Investment Officers" was removed to mirror current City procedures.
8. Page 12, "Investment Committee" - The wording "Treasurer" was substituted for Director of Finance to mirror current City procedures.

FINANCIAL SUMMARY/STRATEGIC GOALS

This item has no financial impact.

This Resolution will support the City's Strategic Plan Critical Success Factor of Excellent, Innovative, and Accountable City Government.

ATTACHMENTS:

Description	Upload Date	Type
Resolution to Approve Public Funds Investment Policy	11/27/2019	Resolution
Investment Policy	11/26/2019	Attachment

A Resolution of the City of Plano, Texas, reviewing and approving the City's official Public Funds Investment Policy; and providing an effective date.

WHEREAS, Section 2256.005(e) of the Texas Government Code requires the governing body of an investing entity to adopt a written investment policy regarding the investment of its funds and funds under its control and to review said written investment policy on an annual basis; and,

WHEREAS, on January 14, 2019, by Resolution No. 2019-1-1(R), the City Council approved and adopted a written Investment Policy for the City of Plano regarding investment of public funds; and,

WHEREAS, the City Council has been presented the existing and duly approved Public Funds Investment Policy which contains investment strategies, a copy of which is attached hereto as Exhibit "A" and incorporated herein by reference; and,

WHEREAS, the City Council has reviewed the Public Funds Investment Policy attached hereto as Exhibit "A" and the investment strategies contained therein and finds that it is consistent with prudent fiscal policy.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF PLANO, TEXAS, THAT:

Section I. The City Council of the City of Plano, Texas has reviewed the Public Funds Investment Policy attached hereto as Exhibit "A" and the investment strategies contained therein.

Section II. The Public Funds Investment Policy as contained in Exhibit "A" attached hereto shall be the official policy of the City of Plano regarding investment of public funds.

Section III. This Resolution shall become effective immediately upon its passage.

DULY PASSED AND APPROVED this the 9th day of December, 2019.

Harry LaRosiliere, MAYOR

ATTEST:

Lisa C. Henderson, CITY SECRETARY

APPROVED AS TO FORM:

Paige Mims, CITY ATTORNEY

City of Plano Investment Policy

The City of Plano (the “City”) is required under the Public Funds Investment Act (the “PFIA”) Chapter 2256, Texas Government Code, to adopt a written investment policy. The City is required to comply with the Investment Policy as approved by the City Council.

Statement of Intent

It is the Policy of the City to invest funds in a manner, which will insure maximum security and provide for the daily cash flow demands of the City, and conform to all State and local statutes governing the investment of public funds.

Scope

This Investment Policy applies to all financial assets of the City, except certain trust and pension funds contractually invested by outside managers, e.g. Retirement/Pension, and Employee Deferred Compensation.

This policy includes all funds listed and accounted for in the City's Comprehensive Annual Financial Report (CAFR) and include:

- General Fund
- Special Revenue Funds
- Debt Service Funds
- Capital Projects Funds
- Proprietary Funds
- Internal Service Funds
- Trust and Agency Fiduciary Funds, to the extent not required by law or existing contract to be kept segregated and managed separately;
- Component Units

Prudence

Investments shall be made with judgment and care, under circumstances then prevailing, which persons of prudence, discretion and intelligence exercise in the management of their own affairs, not for speculation, but for investment, considering the probable safety of their capital as well as the probable income to be derived.

The standard of prudence to be used by Investment Officers shall be the "prudent person" standard and shall be applied in the context of managing an overall portfolio. The Investment Officers, acting in accordance with written procedures and the Investment Policy, and exercising due diligence, shall be relieved of personal responsibility for an individual security's credit risk or market price changes, provided deviations from

expectations are reported immediately upon knowledge of the deviation and appropriate action is taken to control adverse developments.

Investment Officers shall seek to act responsibly as custodians of the public trust. Investment Officers shall avoid any transaction that might impair public confidence in the City's ability to govern effectively.

Objectives

The primary objectives of the City's investment activities shall be as follows:

1. Safety of principal is the foremost objective of the City's investment program. Investment transactions of the City shall be undertaken in a manner that seeks to ensure the preservation of capital in the overall portfolio. To attain this objective, diversification is required in order that actual losses on individual securities do not exceed the income generated from the remainder of the portfolio.
2. The City's investment portfolio will remain sufficiently liquid to enable the City to meet all operating requirements that can be reasonably anticipated.
3. The City's investment portfolio shall be designed with the objective of attaining a market rate of return throughout budgetary and economic cycles, taking into account the City's investment risk constraints of safety and liquidity needs.

Investment Strategy

The City intends to maintain a consolidated portfolio in which all funds under the City's control, as specified in this Policy, are pooled for investment purposes. One of the fund's primary objectives is to insure that anticipated cash flows are matched with investment maturities. Both short and longer-term maturities are laddered to meet general operating, capital project and debt service expenditures, based on known and projected cash flows.

Another primary objective of the fund is the preservation and safety of principal by insuring that all securities are of a sufficiently high quality and duration so as to limit exposure to credit and market risks. The portfolio should therefore experience minimal volatility during varying economic cycles. Securities of all types are purchased with the intention of holding until maturity.

Other objectives include maintaining liquidity, including the ability to reasonably meet unanticipated needs by purchasing securities with an active secondary/resale market. Diversification is maintained in order to minimize possible credit risk in a specific security type.

The final objective of obtaining a market rate of return while considering risk constraints and cash flow needs, is much less important than safety of principal and liquidity. The majority of investments are limited to low risk securities earning an equitable rate of return relative to the amount of risk.

Delegation of Authority

City employees authorized to engage in investment transactions and authorized as Investment Officers are the City Manager, the Director of Finance, the Treasurer and the Treasury Analyst. Management responsibility for the investment program is delegated from the City Manager to the Director of Finance who shall establish written procedures for the operation of the investment program consistent with this Investment Policy. Investment procedures should include reference to the following: safekeeping agreements, repurchase agreements, wire transfer agreements, collateral agreements, depository service contracts and agreements, broker/dealer selection criteria, and security bidding and purchase processes. Such procedures shall include explicit delegation of authority to persons responsible for investment transactions. No person may engage in an investment transaction except as provided under the terms of this Policy and the procedures established by the Director of Finance. The Director of Finance shall be responsible for routine authorization of investments and the Controller shall be responsible for proper accounting of investments in order to maintain appropriate internal controls. The Director of Finance shall establish a system of controls to regulate the activities of subordinates.

Ethics and Conflict of Interest

1. Any Investment Officer of the City who has a personal business relationship with a business organization offering to engage in an investment transaction with the City, as described in Texas Government Code § 2256.005(i), shall file a statement disclosing that personal business interest with the Texas Ethics Commission and City Council.
2. Any Investment Officer of the City who is related within the second degree by affinity or consanguinity, as determined under Chapter 573 of the Texas Government Code, to an individual seeking to engage in an investment transaction with the City shall file a statement disclosing that relationship with the Texas Ethics Commission and City Council.

Depository Selection

A qualified depository shall be selected through the City's professional services contract process in compliance with state bidding requirements, and shall include a formal Competitive Sealed Bid. The centralization of depository services is designed to maximize investment capabilities while minimizing service costs as well as staff time spent on activities such as reconciliation.

The selection of a depository shall be based on the financial institution offering the most favorable terms and conditions at the best value, while adhering to the guidelines and provisions within the request for proposal. In selecting a depository, the City shall give consideration to the financial institution's credit characteristics, financial history, service capabilities, and costs for required services.

The City's depository contract shall be in compliance with State law. Specialized services may be contracted for by the City with another financial institution or company if the depository cannot provide such service or charges more for the same service with little or no appreciable benefit.

Authorized Securities Dealers

The Investment Committee will review and adopt annually a list of qualified securities dealers authorized to engage in investment transactions with the City. The City will provide any business organization offering to engage in an investment transaction with the City, including investment pools or investment management firms, with a copy of the City's Investment Policy.

A qualified representative of the business organization offering to engage in an investment transaction must execute a written statement acknowledging that the business organization has:

1. Received and reviewed the City's Investment Policy, and
2. Implemented reasonable procedures and controls in an effort to preclude investment transactions conducted between the City and the organization that are not authorized by this Investment Policy, except to the extent that this authorization is dependent on an analysis of the makeup of the City's entire portfolio, requires an interpretation of subjective investment standards, or relates to the investment transactions of the City that are not made through accounts or other contractual arrangements over which the City has accepted discretionary investment authority.

All approved broker/dealer firms must submit a completed City Broker/Dealer Questionnaire, a written acknowledgment per above guidelines, an executed master repurchase agreement, if applicable, and a copy of current audited financial statements.

Investment Advisers

Investment Advisers shall adhere to the spirit, philosophy and specific term of the Investment Policy and shall invest within the same objectives. The Investment Officer shall establish criteria to evaluate Investment Advisers, including:

1. Adherence to the City's policies and strategies;
2. Investment strategy recommendations within accepted risk constraints;
3. Responsiveness to the City's request for services and information;
4. Understanding of the inherent fiduciary responsibility of investing public funds; and
5. Similarity in philosophy and strategy with the City's objectives.

Selected Investment Advisors must be registered under the Investment Advisers Act of 1940 or with the State Securities Board. A contract with an Investment Adviser may not be for a term longer than two years and any contract, renewal or extension must be approved by the City Council.

Authorized Investments

The City is authorized to invest in the following types of securities, as specified in the PFIA Eligible investments include the following:

1. Obligations of, or guaranteed by governmental entities as described in PFIA 2256.009 including:
 - a) Obligations, including letters of credit, of the United States or its agencies and instrumentalities, including the Federal Home Loan Bank;
 - b) Direct obligations of the State of Texas or its agencies and instrumentalities;
 - c) Other obligations, the principal of and interest on which are unconditionally guaranteed or insured by, or backed by the full faith and credit of, the State of Texas or the United States or their respective agencies and instrumentalities, including obligations that are fully guaranteed or insured by the Federal Deposit Insurance Corporation or by the explicit full faith and credit of the United States;
 - d) Obligations of states, agencies, counties, cities, and other political subdivisions of any state having been rated as to investment quality by a nationally recognized investment rating firm and having received a rating of not less than A or its equivalent; and
 - e) Bonds issued, assumed, or guaranteed by the State of Israel;
 - f) Interest-bearing banking deposits that are guaranteed or insured by:
 - 1) The Federal Deposit Insurance Corporation or its successor; or
 - 2) The National Credit Union Share Insurance Fund or its successor.
2. Certificates of deposit as described in PFIA 2256.010, issued by a depository institution that has its main office or a branch office in this state:
 - a) And such certificates of deposits are:
 - 1) Guaranteed or insured by the Federal Deposit Insurance Corporation, or its successor; or the National Credit Union Share Insurance Fund, or its successor;
 - 2) Secured by obligations that are described by the PFIA, which are intended to include all direct federal agency or instrumentality issued mortgage backed securities that have a market value of not less than 102% of the principal amount of the certificates or in any other manner and amount provided by law for deposits of the investing entities;
 - 3) Secured in accordance with Chapter 2257 or in any other manner and amount provided by law for deposits of the City.
 - b) Certificates of Deposit made with the following conditions:
 - 1) The funds are invested by an investing entity through
 - a. A broker that has its main office or a branch office in the state of Texas and is selected from a list adopted by the City as required by Section 2256.025; or

- b. The broker or the depository institution selected by the City under Subdivision a) arranges for the deposit of the funds in certificates of deposit in one or more federally insured depository institutions, wherever located, for the account of the City;
 - c. The full amount of the principal and accrued interest of each of the certificates of deposit is insured by the United States or an instrumentality of the United States;
 - d. The City appoints the depository institution selected depository institution under Subdivision a), or a clearing broker-dealer registered with the Securities and Exchange Commission and operating pursuant to Securities and Exchange Commission Rule 15c3-3 as custodian for the City with respect to the certificates of deposit issued for the account of the City.
- 3. Fully collateralized repurchase agreements as described in PFIA 2256.011 having a defined termination date, secured by a combination of cash and obligations described by the PFIA 2256.009 (a) (1) or 2256.013, pledged to the City, held in the City's name, and deposited at the time the investment is made with the City or with a third party selected and approved by the City, and is placed through a primary government securities dealer, as defined by the Federal Reserve, or a financial institution doing business in this state, prior to the deposit, an executed "Master Repurchase Agreement" must be in place;
- 4. Commercial Paper as described in PFIA 2256.013 having a stated maturity of 365 days or fewer from the date of issuance and is rated not less than A-1 or P-1 or an equivalent rating by at least two nationally recognized credit rating agencies or one nationally recognized credit rating agency and is fully secured by an irrevocable letter of credit issued by a bank organized and existing under the laws of the United States or any state.
- 5. Mutual funds as described by in PFIA 2256.014
 - a) A no-load money market mutual fund that is registered with and regulated by the Securities and Exchange Commission; provides the investing entity with a prospectus and other information required by the Securities Exchange Act of 1934 or the Investment Company Act of 1940; complies with federal Securities and Exchange Commission Rule 2a-7, promulgated by the Investment Company Act of 1940; or
 - b) A no-load mutual fund that it is registered with the Securities and Exchange Commission; has an average weighted maturity of less than two years; and either has a duration of one year or more and is invested exclusively in obligations approved by Chapter 2256, sections 9 through 16; or has a duration of less than one year and the investment

portfolio is limited to investment grade securities, excluding asset-backed securities.

- c) The City is not authorized to:
 - 1) Invest in aggregate more than 15% of the City's monthly average fund balance, excluding bond proceeds, reserves, and debt service funds;
 - 2) Invest any portion of bond proceeds, reserves, and debt service funds; and
 - 3) Invest its funds or funds under its control, including bond proceeds and reserves and other funds held for debt service, in any one mutual fund in an amount that exceeds 10% of the total assets or the mutual fund.

- 6. Local Government Investment Pools must follow the requirements of the PFIA 2256.016 and are required to provide the City a policy regarding holding deposits in cash. Also, any Pool that uses amortized cost or fair value accounting must mark its portfolio to market daily and seek a stable \$1.00 net asset value. The governing body of the Pool shall take action as necessary to eliminate or reduce to the extent reasonable any NAV values less than \$0.995 or greater than \$1.005 In addition, a Pool is to be authorized by a separate resolution, which meet the requirements of Chapter 2256.016 of the Public Funds Investment Act and are rated no lower than AAA or an equivalent rating by at least one nationally recognized rating service. To become eligible, investment pools must be approved by City Council action.

Unauthorized Investments

The City's authorized investments are more restrictive than those allowed by State law. Not all investments authorized by State Law are authorized by this Policy. The City prohibits investments in all collateralized mortgage obligations. State law specifically prohibits investment in the following investment securities:

- 1. Obligations whose payment represents the coupon payments on the outstanding principal balance of the underlying mortgage-backed security collateral and pay no principal;
- 2. Obligations whose payment represents the principal stream of cash flow from the underlying mortgage-backed security collateral and bears no interest;
- 3. Collateralized mortgage obligations that have a stated final maturity date of greater than 10 years;
- 4. Collateralized mortgage obligations the interest rate of which is determined by an index that adjusts opposite to the changes in market index.

The City is not required to liquidate investments that were authorized investments at the time of purchase. The City will take prudent measures to liquidate any investment that

loses its required minimum rating.

Bond Proceeds and Pledged Revenue

Local government investment officers are authorized to invest bond proceeds or revenue pledged to the payment of the debt obligation only to the extent permitted by the Act, in accordance with provisions governing the debt issuance, as applicable, and the City's approved investment policy regarding the debt issuance, as applicable.

Competitive Selection of Investment Instruments

The City requires competitive bidding for all individual security purchases except for those transactions with MMMFs, LGIPs and for government securities purchased at issue through an approved broker/dealer at the auction price. The Treasurer may rely not only on yield in selecting MMMFs and LGIPs but also on adherence to applicable Securities and Exchange Commission (SEC) guidelines for MMMFs and other criteria as determined.

At least three bids or offers must be solicited in all transactions involving individual securities. For those situations where it may be impractical or unreasonable to receive three bids for an agency transaction due to secondary market availability, bids may be considered comparable for agencies with comparable structures and having maturities within 15 calendar days before and after the requested security. Bids may be solicited in any manner provided by law. All bids received must be documented and filed for auditing purposes.

Collateralization

In order to anticipate market changes and provide a level of security for all funds, collateralization is required for all City funds held in the depository as available funds, in certificates of deposit, and for repurchase agreements. With the exception of deposits secured with irrevocable letters of credit at 100% of amount, the collateralization level will be 102% of market value of principal and accrued interest. Evidence of the pledged collateral shall be maintained by the Director of Finance, or a third party financial institution. Collateral shall be reviewed at least monthly to assure that the market value of the pledged securities is adequate. If upon review, the collateral is found to be of inadequate value, the City will notify the pledging financial institution to immediately provide additional collateral.

The City shall accept only the following as collateral:

1. FDIC insurance coverage;
2. A Bond, Bill, Certificate of Indebtedness, or Treasury Note of the United States, or other evidence of indebtedness of the United States that is guaranteed as to principal and interest by the United States;
3. Obligations, the principal and interest on which, are unconditionally guaranteed or insured by the State of Texas;
4. A Bond of the State of Texas or a county, city or other political subdivision of the

- State of Texas having been rated at no less than “A” or its equivalent by a nationally recognized rating agency with a remaining maturity of ten years or less;
5. Obligations of the United States’ agencies and instrumentalities, limited to the FHLB, FNMA, FFCB and FHLMC; or
 6. A letter of credit issued to the City by the Federal Home Loan Bank.

Collateral will be held by an independent third party with whom the entity will sign a custodial agreement. Safekeeping receipts must be supplied to the City and must be retained. All collateral shall be subject to inspection and audit by the Director of Finance or the City’s independent auditors.

Bank deposits and repurchase agreements often require collateral substitution. If the City has a contractual agreement with an independent third-party custodian, this custody agent shall permit collateral substitution provided that the total value of the new securities maintains a market value equal to or greater than the required collateral level. Collateral used to secure direct bank deposits shall be monitored no less than monthly. Substitution of bank collateral is permitted provided that the total market value meets or exceeds the value of the bank deposit.

Delivery vs. Payment, Safekeeping and Custody

All security transactions entered into by the City, with the exception of investment pools, and mutual funds, shall be conducted on a delivery-versus-payment (DVP) basis. Securities and collateral will be held by a third party custodian designated by the Investment Officer and Director of Finance, and held in the City’s name as evidenced by safekeeping receipts of the institution with which the securities are deposited.

Diversification

The City will diversify the portfolio at all times to ensure the reduction of risk while still maintaining reasonable rates of return, and to ensure a certain degree of liquidity. The City will diversify its investments by security type in the following manner:

With the exception of United States Treasury securities and authorized pools, no more than 50% of the total investment portfolio will be invested in a single security type. (Such as FNMA, FHLB, FHLMC, CD’s at one institution, etc.)

Risk of market price changes shall be controlled by avoiding over-concentration of assets in a specific maturity sector, limitation of average and final maturity, and avoidance of over-concentration of specific instruments.

Risk to liquidity due to cash flow complications shall be controlled by maintaining minimum bank, investment pool, and money market mutual fund balances.

Maximum Maturities

To the extent possible, the City will attempt to match its anticipated cash flow requirements with maturing investments. The City will not directly invest in securities maturing more than five years from the date of purchase. The portfolio's maximum average dollar-weighted maturity will be two and a half years based on the stated maturity date of the investment.

Performance Standards

The investment portfolio will be designed to obtain a market average rate of return during unpredictable budgetary and economic cycles at the local and federal levels, taking into account the City's investment risk constraints and cash flow needs.

The City's investment strategy is primarily passive. Given this strategy, the basis, or benchmark, used by the Investment Officer to determine whether market yields are being achieved shall be the 3 month or 6 month Treasury Bill or 1 or 2 year Treasury Note, whichever is closest to the weighted average maturity of the portfolio.

Reporting

Monthly Reporting. The Director of Finance is responsible for providing monthly information on investment activity in the Comprehensive Monthly Finance Report, to include the size of the portfolio, the distribution by maturity, the distribution by market sector, interest income earned during the current month and fiscal year to date, and the current portfolio yield.

Quarterly Reporting. The Director of Finance shall submit a signed quarterly investment report, jointly prepared and signed by all Investment Officers, that summarizes current market conditions, economic developments and anticipated investment conditions. The report shall summarize investment strategies employed in the most recent quarter, and describe the portfolio in terms of investment securities, maturities, risk characteristics, and shall explain the total investment return for the quarter.

The quarterly investment report shall provide a status of the current investment portfolio and transactions made over the last quarter. The report will be provided not less than quarterly to the City Manager and City Council and include the following:

1. Describe in detail the investment position of the entity on the date of the report;
2. Contain a summary statement of each pooled fund group that states the:
 - a. Beginning market value for the reporting period;
 - b. Ending market value for the reporting period;
 - c. Fully accrued interest for the reporting period;
3. State the book value and market value of each separately invested asset at the end of the reporting period by the type of asset and fund type invested;
4. State the maturity date of each separately invested asset that has a maturity date;

5. State the account or fund or pooled group fund in the City for which each individual investment was acquired;
6. State the compliance of the investment portfolio of the City as it relates to:
 - a. the investment strategy expressed in the City's investment policy; and
 - b. relevant provisions of the chapter.
7. A statement of compliance of the City's investment portfolio with State law and the investment strategy and Policy approved by the City Council.

Quarterly reports must be formally reviewed at least annually by an independent auditor and reported to City Council.

Market Pricing

Market Value of the investment portfolio will be calculated monthly. Pricing information will come from Bloomberg, IDC, or any other source deemed reliable by the Director of Finance. If the price of a particular security is not available from any of these sources, the price may be estimated by analyzing similar securities' market values.

Investment Rating

Investment rating will be obtained monthly from broker-dealers on the City's approved list or from other independent third parties. Obligation of States (other than Texas), agencies, counties, cities and other political subdivisions must not be rated less than A or its equivalent by at least one nationally recognized investment rating firm. Mutual funds must not be rated less than AAA or its equivalent by at least one nationally recognized investment rating firm. Money market mutual funds (MMMF's) are not required to be rated. Investment Pools must not be rated less than AAA or an equivalent by at least one nationally recognized investment rating firm. If an investment that was eligible at the time of purchase becomes ineligible during the holding period, consistent with the Public Funds Investment Act, Sec. 2256.017, the Treasurer is not required to liquidate the investment. The Treasurer shall take all prudent measures that are consistent with this Policy to analyze the investment and determine the most prudent course of action to minimize any potential loss.

Quality and Capability of Investment Management

Subject to availability of funds, the City shall provide periodic training in investments for Director of Finance, the Treasurer and any other authorized Investment Officer through courses and seminars offered by professional organizations and associations, in order to insure the quality and capability of the City's investment officers.

Training

The Director of Finance, the Treasurer and any other authorized Investment Officer must attend at least a 10 hour training session relative to their responsibilities under the PFIA within twelve months after taking office or assuming duties from an independent source

approved by the Investment Committee. In addition, each must receive not less than 8 hours of instruction not less than once each two years relating to investment responsibilities from an independent source approved by the Investment Committee. Training must include education in investment controls, security risks, strategy risks, market risks, diversification of investment portfolio, and compliance with PFIA.

Internal Controls and Compliance Audit

The Director of Finance is responsible for establishing appropriate internal controls. The Investment Policy requires, in conjunction with its annual audit, a compliance audit of management controls on investments and adherence to the City's established investment policies.

Investment Policy Review and Adoption

The City's Investment Policy shall be reviewed periodically by the Investment Committee and revised and recommended for Council approval, when necessary. In addition, the Policy must be reviewed not less than annually by the City Council. This review will include adoption of a written resolution stating that the Council has reviewed the Investment Policy and investment strategies and include any changes made to the Policy or strategies.

Investment Committee

An Investment Committee comprised of the City Manager, Director of Finance, and the Investment Officer(s) will meet on a quarterly basis. In addition to monthly and quarterly reporting to City Council, the Treasurer will present a brief report of pertinent investment activities to the Investment Committee.

The primary objective of the Committee will be to review general strategies and policies, monitor investment program results, select independent training sources, and authorize securities dealers.

CITY COUNCIL AGENDA MEMO

MEETING DATE: 12/9/2019
DEPARTMENT: Special Projects
DIRECTOR: Peter Braster, Director of Special Projects
AGENDA ITEM: Resolution to revise Neighborhood Empowerment Zone No. 1
RECOMMENDED ACTION: Items for Individual Consideration

ITEM SUMMARY

Resolution No. 2019-12-5(R): To repeal Resolution No. 2017-1-1(R) and designate a certain area within the City of Plano as Neighborhood Empowerment Zone No. 1; establishing the boundaries of such zone; providing for waiving of certain development and building fees; and providing an effective date. **Adopted with amendment.**

PREVIOUS ACTION/PRESENTATION

The attached resolution outlines the eight previous Council actions regarding the City's Neighborhood Empowerment Zone No. 1. Generally, the actions increased the area covered by the empowerment zone and/ or the number of fees included in the program.

BACKGROUND

A neighborhood empowerment zone is an economic development tool devised by the State Legislature (LGC Chapter 378) to promote: the creation of affordable housing; increase economic development; increase the quality of social services, education, or public safety; or the rehabilitation of affordable housing in the zone.

In Plano, the zone was created to waive fees related to the construction of buildings in the zone, including fees related to the inspection of buildings. The waiver of the fees especially helps single family homeowners and small business owners. The goal of the fee waivers is to help overcome the cost of renovating buildings that, on average, much older than most other areas of Plano. Furthermore, it is expected that the savings from the waivers be put into further renovations or completing the upgrade.

Staff has reviewed the goals of the program and recommends its continuation with some modifications. Notably the program will now only extend to existing structures. In addition, additional single family homes were added to the north side of the zone.

FINANCIAL SUMMARY/STRATEGIC GOALS

This item could reduce the amount of revenue collected from various development related fees for existing development; however, the amount of revenue lost is indeterminable and likely to be offset by the growth in property values and tax collections that would result from greater property development and redevelopment within the Neighborhood Empowerment Zone No. 1 boundaries.

Approval of this Resolution relates to the City's Strategic Plan Critical Success Factors of Safe, Vibrant Neighborhoods; Residential and Commercial Economic Vitality; and Excellent, Innovative, and Accountable City Government. This item also supports the Plano Tomorrow Plan Pillars for Built Environment and Economic Environment.

ATTACHMENTS:

Description	Upload Date	Type
Resolution NEZ 2019	12/2/2019	Resolution
Map NEZ 2019	12/2/2019	Map

A Resolution of the City of Plano, Texas, repealing Resolution No. 2017-1-1(R) and designating a certain area within the City of Plano as Neighborhood Empowerment Zone No. 1; establishing the boundaries of such zone; providing for waiving of certain development and building fees; and providing an effective date.

WHEREAS, on August 9, 1999, City Council created Neighborhood Empowerment Zone No. 1 ("Zone No. 1") by the passage of Resolution No. 99-8-13(R); and

WHEREAS, Zone No. 1 was created to promote an increase in economic development and increase the quality of social services and public safety in Zone No. 1; and

WHEREAS, on December 10, 2001, City Council repealed Resolution No. 99-8-13(R) and adopted Resolution No. 2001-12-4(R) to increase the number of fees to be waived; and

WHEREAS, on October 27, 2003, City Council repealed Resolution No. 2001-12-4(R) and adopted Resolution No. 2003-10-33(R) to revise the boundaries of Zone No. 1; and

WHEREAS, on September 13, 2004, City Council repealed Resolution No. 2003-10-33(R) and adopted Resolution No. 2004-9-2(R) to increase the number of fees to be waived; and

WHEREAS, on September 12, 2005, City Council repealed Resolution No. 2004-9-2(R) and adopted Resolution No. 2005-9-5(R) to revise the boundaries of Zone No. 1; and

WHEREAS, on April 23, 2012, City Council repealed Resolution No. 2005-9-5(R) and adopted Resolution No. 2012-4-11(R) to revise the boundaries of Zone No. 1 and to increase the number of fees to be waived; and

WHEREAS, on May 27, 2014, City Council repealed Resolution No. 2012-4-11(R) and adopted Resolution No. 2014-5-20(R) to revise the boundaries of Zone No. 1 and to increase the number of fees to be waived; and

WHEREAS, on January 9, 2017, City Council repealed Resolution No. 2014-5-20(R) and adopted Resolution No. 2017-1-1(R) to revise the boundaries of Zone No. 1; and

WHEREAS, City Council now wishes to again revise the boundaries of Zone No. 1 and list of eligible properties; and

WHEREAS, City Council desires to repeal Resolution 2017-1-1(R) to create a new Neighborhood Empowerment Zone No. 1; and

WHEREAS, City Council finds that the creation of Neighborhood Empowerment Zone No. 1 satisfies the requirements of Section 312.202, Tax Code.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF PLANO, TEXAS, THAT:

Section I. The facts and recitations contained in the preamble of this Resolution are hereby found and declared to be true and correct.

Section II. Resolution No. 2017-1-1(R) is hereby repealed in its entirety.

Section III. Neighborhood Empowerment Zone No. 1 is hereby created, as shown on the map attached hereto and incorporated herein as Exhibit A.

Section IV. Within Neighborhood Empowerment Zone No. 1, the following fees are waived:

For Single-family, Single-family Attached, and Two-Family existing development, all fees required for repair or rehabilitation of existing structures, including but not limited to:

1. Building Permit Fee
2. Board of Adjustment Application Fee
3. Demolition Fee
4. Electrical Permit Fee
5. Electronic Meter Reader Fee
6. Fire Plan Review Fee
7. Foundation Repair Fee
8. Mechanical Permit Fee
9. Park Impact Fee
10. Permit Renewal Fee
11. Plan Review Fee
12. Plumbing Permit Fee
13. Re-roofing Fee
14. Sanitary Sewer Connection Fee
15. Structure Moving Fee
16. Water Meter Fee
17. Water Tap Fee, labor charges only
18. Sewer Tap Fee, Labor charges only
19. Planning Department Plan Review Fees
20. Engineering Inspection Fee

For Multiple-Family existing development:

1. Building Permit Fee
2. Demolition Fee
3. Electrical Permit Fee
4. Fire Plan Review Fee (only for structures in which sprinklers have been or are being installed)
5. Foundation Repair Fee
6. Mechanical Permit Fee
7. Permit Renewal Fee
8. Plumbing Permit Fee
9. Re-roofing Fee
10. Certificate of Occupancy Fee
11. Planning Department Plan Review Fees
12. Engineering Inspection Fee

For Commercial existing development:

1. Building Permit Fee
2. Board of Adjustment Application Fee
3. Demolition Fee

4. Electrical Permit Fee
5. Electronic Meter Reader Fee
6. Fire Plan Review Fee (only for structures in which sprinklers have been or are being installed)
7. Foundation Repair Fee
8. Health Plan Review Fee
9. Impact Fee
10. Mechanical Permit Fee
11. Plumbing Permit Fee
12. Re-roofing Fee
13. Sanitary Sewer Connection Fee
14. Sign Permit Fee (only for removal of non-conforming signs)
15. Water Meter Fee
16. Certificate of Occupancy Fee
17. Planning Department Plan Review Fees
18. Engineering Inspection Fee

For Single-Family, Two-Family, Multiple-Family and Commercial existing development, no fees shall be waived if the development involves demolition of a structure which is designated as part of a Heritage Overlay District unless the structure has received a certificate of appropriateness for demolition by the Heritage Commission or City Council or unless no such permission is required for demolition of the structure under the Heritage Preservation Ordinance.

New development with approved preliminary site plans as of the date of this resolution will be eligible for the zone benefits consistent with adopted Neighborhood Empowerment Resolution as of the date of the plan's approval. If the plan expires prior to either construction commencing or progress in the series of permits, the development must comply with the current Neighborhood Empowerment Resolution.

Section V. This resolution shall become effective immediately upon its passage.

DULY PASSED AND APPROVED this the 9th day of December, 2019.

Harry LaRosiliere, MAYOR

ATTEST:



Lisa C. Henderson, CITY SECRETARY

APPROVED AS TO FORM:

Paige Mims, CITY ATTORNEY

Proposed Neighborhood Empowerment Zone Expansion

Legend

-  NEZ No. 1 Boundary
-  Proposed Expansion

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Produced by Business
Intelligence/GIS, City of Plano
11/22/2019

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CITY COUNCIL AGENDA MEMO

MEETING DATE: 12/9/2019
DEPARTMENT: Special Projects
DIRECTOR: Peter Braster, Director of Special Projects
AGENDA ITEM: Resolution to Expand the Downtown PID
RECOMMENDED ACTION: Items for Individual Consideration

ITEM SUMMARY

Public Hearing and Resolution No. 2019-12-6(R): To authorize the expansion of the Downtown Plano Public Improvement District through petition as provided by the Texas Local Government Code; partially repealing Resolution No. 2017-11-3(R); authorizing the City Manager to publish required public notice of the District's authorization, and establishing an effective date. **Conducted and adopted.**

PREVIOUS ACTION/PRESENTATION

City Council created the Downtown Plano Public Improvement District (PID) in 2014, in order to offer enhanced public improvements and services in Downtown. Improvements and services like beautification projects, special events and marketing are made possible by special assessments paid by property owners within the PID boundary. Because of the success of the PID throughout its initial three-year trial and a sunset date of December 31, 2017, over 79% of PID property owners petitioned Council for renewal for an additional five years.

In November 2017, Council approved the renewal of the Downtown Plano Public Improvement District for a term of five years. In addition, each year Council approves the annual revision of the Service and Assessment Plan, the assessment role, and the annual assessment levy.

BACKGROUND

Earlier this year, the Management Committee of the PID decided to expand the boundary to include several properties that have been actively participating in Downtown Plano events and organizations. See Exhibit A. On August 21, 2019, a petition requesting the expansion of the PID was mailed to each of the existing property owners and those owners in the expansion area. As of November 13, 2019, and in accordance with Chapter 372 of the Texas Local Government Code, the petitions have been tallied and 61.9% of all property owners have agreed to expand the PID. This represents 55.5% appraised value of taxable real property within the PID. Therefore, the petition meets the requirements for a public hearing on the expansion. On November 15, 2019 a notice was published in the newspaper about the public hearing to consider the expansion. Likewise, on November 20, 2019, notices were mailed to each property owner about the public hearing.

PID assessments will remain anchored to the 2017 appraised property values. However, some assessments are changed to the current year's appraised value if the property changes ownership or \$200,000 or more in improvements are made. Annual assessments are set at \$0.15 per \$100 of assessed taxable value, or \$25,000 per development project. Properties that are exempt from property taxes under state law, are also exempt from the assessment. The city contributes a minimum of \$50,000 annually to the PID in lieu of assessment.

FINANCIAL SUMMARY/STRATEGIC GOALS

This item has no financial Impact.

Approval of this Resolution supports the City's Strategic Plan Critical Success Factors of Residential and Commercial Economic Vitality and Excellent, Innovative, and Accountable City Government, as well as the Plano Tomorrow Plan Pillars for Built Environment and Economic Environment.

ATTACHMENTS:

Description	Upload Date	Type
Resolution	12/2/2019	Resolution
Exhibit A	11/20/2019	Exhibit

A Resolution of the City of Plano, Texas, authorizing the expansion of the Downtown Plano Public Improvement District through petition as provided by the Texas Local Government Code; partially repealing Resolution No. 2017-11-3(R); authorizing the City Manager to publish required public notice of the District's authorization, and establishing an effective date.

WHEREAS, Chapter 372 of the Texas Local Government Code (the "Act") allows for the creation of public improvement districts in municipalities to finance certain supplemental services and public improvements with a district by means of special assessments levied on real property within the district; and

WHEREAS, on October 13, 2014, City Council authorized the creation of the Downtown Plano Public Improvement District (the "District") for an initial period of three (3) years; and

WHEREAS, on November 13, 2017, City Council authorized the renewal of the Downtown Plano Public Improvement District (the "District") for a period beginning on January 1, 2018 and dissolving on December 31, 2023, however the petition indicated a term of five (5) years, therefore this Resolution will repeal the portion of Resolution No. 2017-11-3(R) indicating a dissolution date of December 31, 2023 and replace that date with December 31, 2022; and

WHEREAS, the City Secretary has received petitions from property owners requesting expansion of the District in accordance with the parameters of the Act; and

WHEREAS, the petitions have been verified to meet the requirements of the Act and City Council's policies for expanding the District, with petitions received from the owners of more than 50% of the appraised value of the taxable real property liable for assessment within the District, and from the owners of more than 50% of the land area of all taxable real property liable for assessment within the District; and

WHEREAS, pursuant to the Act, City Council's intention to consider expanding of the District at a public hearing on December 9, 2019 was mailed to all property owners within the District and was published in a newspaper of general circulation in the municipality in accordance with the Act; and

WHEREAS, City Council stated its intent at the close of the public hearing to consider a Resolution expanding the District.

NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF PLANO, TEXAS:

Section I. That pursuant to the requirements of the Act, City Council, after considering the petitions for the proposed District and evidence and testimony presented at the public hearing on December 9, 2019, hereby finds and declares:

- A. Advisability of Service and Improvements proposed for the District – It is advisable to create the District to provide the supplemental services and improvements described in this Resolution.
- B. Nature of the Services and Improvements – The purpose of the District is to supplement and enhance services and improvements for Downtown Plano. The general nature of the proposed services and improvements to be performed by the District includes marketing and advertising, special event production and management, beautification, PID management and related expenses incurred in establishing, administering and operating the District as authorized by the Act.
- C. Estimated Cost of the Services and Improvements – The estimated costs of the improvements and services provided by the District will be approximately an average annual expenditure of \$200,000. The District shall not incur bonded indebtedness. The service plan, budget and assessment rate are subject to annual review, a public hearing and approval by the City Council.
- D. Boundaries of the Public Improvement District – The boundary of the proposed District is as illustrated in Exhibit “A.” The outer boundary roughly depicted as G Avenue to the west, 12th Street to the south, N Avenue to the east and 18th Street to the north.
- E. Proposed Method of Assessment – The proposed method of assessment, which may specify included or excluded classes of assessable property, is based on the value of the real property and real property improvements as determined by the Collin County Central Appraisal District. The proposed annual assessment rate for the duration of the District will be \$0.15 per \$100.00 of appraised values as determined by the Collin County Central Appraisal District. The annual assessment rate shall not exceed \$0.15 per \$100.00 valuation. The District shall pay the costs of the services and improvements by special assessment against real property and real property improvements.
- F. Proposed Apportionment of Cost between the District and the City of Plano as a Whole – No portion of the supplemental services and improvement shall be apportioned to the City of Plano as a whole.

Section II. That the Downtown Plano Public Improvement District comprising the boundaries set forth in Section I and displayed in Exhibit “A” is hereby authorized and established as a Public Improvement District under the Act in accordance with the findings as to the advisability of the services and improvements contained in this Resolution, with an effective date of January 1, 2020. The District is subject to all the terms, conditions, limitations and reservations contained in the findings of Section I of this Resolution. The District’s boundary is expanded as required by the Act for establishment of the District.

Section III. In accordance with the Act and with Resolution No. 2014-10-9(R) adopted by the City Council on October 13, 2014, the Advisory Board and Executive Committee shall set

forth the improvement plan, the five year Service Plan and Assessment Plan and the District's annual budget and service plan for presentation and adoption by City Council.

Section IV. That the City Manager is directed to give notice of the authorization for the expansion of the District by publishing a copy of this Resolution once in the newspaper of general circulation in the City of Plano. Such authorization shall take effect and the District shall be deemed to be expanded effective upon the publication of such notice. The District shall dissolve by petition, as authorized by the Section 372.011 of the Act, on December 31, 2022 unless the District is renewed through the petition and approval process as provided by the Act, or the District is terminated earlier as provided by law. The portion of Resolution No. 2017-11-3(R) indicating a dissolution date of December 31, 2023 is hereby repealed. The power of the City to continue to levy and collect assessments within the District will cease and the District will be dissolved on the date that a petition requesting dissolution is filed with the City Secretary of the City of Plano and the petition contains the signatures of at least enough property owners in the District as would be required to make a petition sufficient for creation of a district as provided in Section 372.005(b) of the Act.

Section V. That the facts and recitations contained in the preamble of this Resolution are hereby found and declared to be true and correct.

Section VI. This Resolution shall become effective upon publication as required by Texas Local Government Code Section 372.010(b).

DULY PASSED AND APPROVED this the 9th of December, 2019.

Harry LaRosiliere, MAYOR

ATTEST:

Lisa C. Henderson, CITY SECRETARY

APPROVED AS TO FORM:

Paige Mims, CITY ATTORNEY



Downtown PID

EXHIBIT A

Legend

- Proposed 2019 PID
- Downtown PID Parcels
- DART
 - Silver Line
 - Red Line
- Downtown PID - Proposed 2019 Addition

DOWNTOWN PID - EXISTING			
Map No.	Ownership	Appraised Value	Site Address
1	PLANO ISD	\$ 3,160,170	1509 H AVE
2	PLANO CITY OF	\$ 3,668,313	901 E 15TH ST
3	DALLAS AREA RAPID TRANSIT	\$ 376,576	SITE ADDRESS NOT ASSIGNED
4	PLANO CITY OF	\$ 1,626,975	1013 15TH PL
5	PLANO CITY OF	\$ 1,437,475	1013 15TH PL
6	DALLAS AREA RAPID TRANSIT	\$ 139,485	SITE ADDRESS NOT ASSIGNED
7	SCHELL FAMILY TRUST B	\$ 779,027	1001 E 15TH ST
8	GRADEX USA INC	\$ 1,586,800	1005 E 15TH ST
9	N A T PROPERTIES LLC	\$ 740,760	1011 E 15TH ST
10	PIERCE FAMILY LIVING TRUST THE	\$ 600,933	1013 E 15TH ST
11	1015 METROPOLITAN PLANO LTD	\$ 362,333	1015 E 15TH ST
12	COMERT ESTATES LLC	\$ 1,102,627	1017 E 15TH ST
13	TVG HOLDINGS LLC	\$ 273,653	1021 E 15TH ST
14	PLANO CITY OF	\$ 39,204	1020 15TH PL
15	ROBERT M F	\$ 355,747	1023 E 15TH ST
16	LAMANSTARK JV	\$ 405,147	1027 E 15TH ST
17	LYNCH ROBERT A	\$ 579,253	1029 E 15TH ST
18	MKNS LLC	\$ 344,067	1031 E 15TH ST
19	AUDIENCE INC	\$ 544,703	1035 E 15TH ST
20	FERCHER JOERG W & CATHY A	\$ 268,280	1037 E 15TH ST
21	BEDROCK BUILDING LP THE	\$ 1,624,000	1039 E 15TH ST
22	PLANO CITY OF	\$ 16,727,630	1520 K AVE
23	GTE SOUTHWEST INC	\$ 591,135	1508 K AVE
24	PLANO CITY OF	\$ 23,707,317	629 14TH ST
25	STICE LLC	\$ 76,641	908 E 15TH ST
26	STICE LLC	\$ 320,106	912 E 15TH ST
27	STICE LLC	\$ 280,094	916 E 15TH ST
28	STICE LLC	\$ 365,637	1421 I AVE
29	CLPF - JUNCTION 15 LP	\$ 47,497,958	930 E 15TH ST
30	DALLAS AREA RAPID TRANSIT	\$ 139,485	SITE ADDRESS NOT ASSIGNED
31	METROPOLITAN MAMMOTH JACK LTD	\$ 580,173	1004 E 15TH ST
32	HISTORIC PLANO-25 LTD	\$ 324,973	1416 J AVE
33	PLANO LODGE 768 AF & AM	\$ 577,707	1414 J AVE
34	BRODHEAD FAMILY LIMITED PARTNERSHIP	\$ 534,480	1410 J AVE
35	14TH AND J LLC	\$ 3,667,761	1400 J AVE
36	BLACK GOLD PARTNERS LLC	\$ 734,467	1006 E 15TH ST
37	CRIDER LIVING TRUST	\$ 464,133	1008 E 15TH ST
38	LPW REAL ESTATE INVESTMENTS LLC	\$ 367,440	1010 E 15TH ST
39	JSMTX PROPERTIES LLC	\$ 333,520	1012 E 15TH ST
40	JSMTX PROPERTIES LLC	\$ 201,213	1016 E 15TH ST
41	JSMTX PROPERTIES LLC	\$ 166,000	1018 E 15TH ST
42	CRH RENTALS LTD	\$ 128,280	1020 E 15TH ST
43	15TH STREET REAL PROPERTY HOLDINGS LLC	\$ 609,187	1022 E 15TH ST
44	JSMTX PROPERTIES LLC	\$ 301,827	1024 E 15TH ST
45	SUTTON-1012 LLC	\$ 698,138	1026 E 15TH ST
46	CHADDICK CENTER LEASING OFFICE	\$ 511,840	1032 E 15TH ST
47	PLANO CITY OF	\$ 8,000	SITE ADDRESS NOT ASSIGNED
48	PLANO CITY OF	\$ 2,156	SITE ADDRESS NOT ASSIGNED
49	PLANO CITY OF	\$ 44,344	K AVE
50	14TH AND J LLC	\$ 13,471,144	1409 K AVE
51	PLANO CITY OF	\$ 108,465	1430 K AVE
52	LAS BRISAS PROPERTIES INC	\$ 1,787,293	1422-1426 K AVE
53	PMM ENTERPRISES LLC	\$ 277,667	1418 K AVE
54	COPELAND SCOTT	\$ 255,995	1416 K AVE
55	BEL AIR MULTI 50 LLC &	\$ 5,965,340	1404 VONTRESS ST
56	BEL AIR MULTI 50 LLC &	\$ 31,580,070	1404 VONTRESS ST
57	EASTSIDE 14TH STREET LLC	\$ 4,031,756	1000 14TH ST
58	PLANO CITY OF	\$ 191,472	1317 K AVE
59	PLANO CITY OF	\$ 162,672	1313 K AVE
DOWNTOWN PID - PROPOSED ADDITION			
Map No.	Ownership	Appraised Value	Site Address
60	DALLAS AREA RAPID TRANSIT	\$ 139,485	SITE ADDRESS NOT ASSIGNED
61	EASTSIDE 14TH STREET LLC	\$ 350,111	1318 J AVE
62	HYATT HOLDINGS LTD	\$ 75,134	1316 J AVE
63	HYATT HOLDINGS LTD	\$ 94,816	1316 J AVE
64	AMERICAN LEGION POST #321	\$ 63,759	1300 J AVE
65	AMERICAN LEGION POST #321	\$ 398,489	1236 J AVE
66	AMERICAN LEGION POST #321	\$ 398,489	1236 J AVE
67	SMITH LISLE HOLDING INC	\$ 138,848	1311 K AVE
68	SMITH-LISLE HOLDINGS LTD	\$ 241,553	1307 K AVE
69	SMITH - LISLE HOLDINGS LTD	\$ 436,614	1219 K AVE
70	SMITH MARITAL TRUST	\$ 366,558	1100 14TH ST
71	EASTSIDE 14TH STREET LLC	\$ 475,017	1104 14TH ST
72	1106 14TH ST LLC	\$ 331,144	1106 14TH ST
73	NEWMAN DONALD T & PAULA SUE	\$ 571,182	1114 14TH ST
74	PLANO CITY OF	\$ 226,512	MUNICIPAL AVE
75	2016 OLD TOWN PLANO EAST LTD &	\$ 705,672	1200 E 15TH ST
76	LEGACYTEXAS BANK	\$ 1,040,649	1201 14TH ST
77	MA & SA LLC	\$ 713,472	1211 14TH ST
78	YDR INVESTMENTS LLC	\$ 789,919	1200 14TH ST
79	PLANO CITY OF	\$ 278,348	L AVE
80	JJ PLANO PROPERTIES LLC	\$ 1,552,421	1208 14TH ST
81	FIRST BAPTIST CHURCH OF PLANO	\$ 5,414,959	1300 E 15TH ST
82	ST LOUIS SOUTHWESTERN RR CO	\$ -	IN RR ROW
83	ST LOUIS SOUTHWESTERN RR CO	\$ -	IN RR ROW
84	DALLAS AREA RAPID TRANSIT	\$ 51,720	SITE ADDRESS NOT ASSIGNED
85	DALLAS AREA RAPID TRANSIT	\$ 51,720	SITE ADDRESS NOT ASSIGNED
86	DALLAS AREA RAPID TRANSIT	\$ -	IN RR ROW
87	DALLAS AREA RAPID TRANSIT	\$ 51,300	SITE ADDRESS NOT ASSIGNED
88	PLANO CITY OF	\$ 946,973	1106 K AVE
89	PLANO CITY OF	\$ 571,072	SITE ADDRESS NOT ASSIGNED
90	PLANO CITY OF	\$ 360,023	1100 K AVE
91	PLANO CITY OF	\$ 106,112	1119 L AVE
92	PLANO CITY OF	\$ 92,985	1117 L AVE
93	PLANO CITY OF	\$ 946,973	1106 K AVE
94	PLANO CITY OF	\$ 571,072	SITE ADDRESS NOT ASSIGNED
95	PLANO CITY OF	\$ 300,579	1620 K AVE
96	PLANO CITY OF	\$ 1,006,008	K AVE
97	PLANO CITY OF	\$ 696,310	L AVE

Produced by Business Intelligence/GIS, City of Plano
8/7/2019

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CITY COUNCIL AGENDA MEMO

MEETING DATE: 12/9/2019

DEPARTMENT: Community Services

DIRECTOR: Lori Schwarz, Director of Neighborhood Services

AGENDA ITEM: Public Hearing and Comment: Review of the 2018-19 Consolidated Annual Performance Evaluation Report describing the use of federal funds.

RECOMMENDED ACTION: Items for Individual Consideration

ITEM SUMMARY

Public Hearing and Comment: Review of the Consolidated Annual Performance Evaluation Report describing the use of federal funds. This report details how the City used U.S. Department of Housing and Urban Development funds during the 2018-19 grant year. The public will be given an opportunity to speak on the report during the public hearing. **Public hearing conducted and report accepted.**

PREVIOUS ACTION/PRESENTATION

City Council approved the 2018 Action Plan at the July 23, 2018 Regular Meeting.

BACKGROUND

The Consolidated Annual Performance Evaluation Report (CAPER) is prepared as an annual requirement for the City to continue receiving U.S. Department of Housing and Urban Development (HUD) Community Development Block Grant and HOME Investment Partnership funds. Its purpose is to inform the public of the use of these funds during the most recent 12-month grant cycle: October 1, 2018 through September 30, 2019. The 2018-19 grant year is year four of Plano's 2015-2019 HUD Consolidated Plan for housing and community development needs.

FINANCIAL SUMMARY/STRATEGIC GOALS

This item has no fiscal impact.

This item directly impacts and supports the City's Strategic Plan Critical Success Factors of Welcoming and Engaging Community; Safe, Vibrant Neighborhoods; and Excellent, Innovative, and Accountable City Government. In addition, this item directly impacts and supports the City's Plano Tomorrow Plan Pillars of Built Environment, Economic Environment, and Regionalism.

ATTACHMENTS:

Description	Upload Date	Type
Memo	11/25/2019	Memo
CAPER Report	11/25/2019	Attachment

Date: November 25, 2019
To: Mark Israelson, City Manager
From: Shanette Eaden, Housing and Community Services Manager
Subject: 2018-19 Consolidated Annual Performance Evaluation Report

Summary

The Consolidated Annual Performance Evaluation Report (CAPER) is prepared as an annual requirement for the City to continue receiving U.S. Department of Housing and Urban Development (HUD) Community Development Block Grant and HOME Investment Partnership funds. Its purpose is to inform the public of the use of these funds during the most recent 12-month grant cycle: October 1, 2018 through September 30, 2019. The 2018-19 grant year is year four of Plano's 2015-2019 HUD Consolidated Plan for housing and community development needs.

Overview

To summarize, Plano expended \$1,832,944 in federal funds from HUD during the 2018 grant year. One hundred percent of funds expended were used to provide housing and/or public services to low and moderate income persons. A total of 296 individuals and 31 households were assisted. Projects related to creating and sustaining housing included the construction and sale of three new affordable houses, housing rehabilitations for 24 households, homelessness prevention assistance for 137 individuals, as well as down payment and closing cost assistance for four first-time homebuyers. Projects that contributed to suitable living environments included homeless shelter and supportive services for 22 individuals and youth programs for 137 individuals.

The City of Plano also provided \$562,780 in Buffington Community Services Grant funds to provide short-term, urgent economic assistance and care services to Plano residents. City funds assisted 7,131 individuals and households in need. These accomplishments support the strategies, objectives and outcomes established in the 2015-2019 Consolidated Plan of Housing and Community Development Needs.

The following needs were met through grants used by various non-profit organizations or City programs:

Service/Client Type	Number Served	Service/Client Type	Number Served
Counseling/Advocacy	5,082	Housing	4
Elderly	538	Rent and Utility Assistance	137
Employment Training	0	Youth	352
Health Services	571	Other	114
Homeless	474	Total	7,272

The Community Relations Commission received the report and commented at an open meeting on November 19, 2019. There were no comments from the public at this meeting.

Comments received during the City Council public hearing will be included in the report to HUD. The report will be submitted to HUD on or after December 10, 2019.

xc: Jack Carr, Deputy City Manager
Lori Feild Schwarz, Director of Neighborhood Services

DRAFT



Consolidated Annual Performance and
Evaluation Report (CAPER)

City of Plano, Texas

PY 2018

PREPARED FOR THE UNITED STATES DEPARTMENT OF
HOUSING AND URBAN DEVELOPMENT

CAPER

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CR-05 - Goals and Outcomes

Progress the jurisdiction has made in carrying out its strategic plan and its action plan. 91.520(a)

This could be an overview that includes major initiatives and highlights that were proposed and executed throughout the program year.

Each year, at the recommendation of the Community Relations Commission, Plano City Council allocates funding from the U.S Department of Housing and Urban Development (HUD) to eligible activities which may include housing activities and public services. For Program Year (PY) 2018, which covers the period from October 1, 2018 to September 30, 2019, the City of Plano received an entitlement of \$1,879,365 in Community Development Block Grant (CDBG) and HOME Investment Partnership (HOME) funds and \$279,572 in CDBG and HOME program income. The total expended for CDBG and HOME, in the amount of \$1,832,944, includes funds from PY 2018 and prior years. All unexpended federal funds will carry over to PY 2019. General funds totaled \$562,780. With the assistance of non-profit organizations, the combined federal and general funds enabled the City to accomplish specific goals set forth in the 2015-2019 Consolidated Plan (Con Plan).

The City of Plano recognizes the important role of non-profit organizations in addition to the City administered programs. A total of four agencies received new allocations of CDBG funds to help the City of Plano serve residents during PY 2018. The City of Plano requires 100% of persons assisted with HUD funds to be at or below 80% of the area median income (AMI) for the Dallas Metro Statistical Area (MSA) as determined by HUD. During the past program year, 296 individuals and 31 households living in the City of Plano received CDBG or HOME-funded services which helped them maintain and, in many cases, improve their economic situations.

The City allocates general fund dollars annually to be distributed as Robert W. Buffington Community Services Grants (BCSG). These funds supplement federal resources available to accomplish Consolidated Plan goals. The program year for BCSG funds coincides with the HUD program year. In 2018, \$562,780 in general funds were set aside for BCSG grants. The City partnered with 17 social service agencies to provide public services to Plano residents with BCSG funds. Though the City does not have an income guideline for BCSG funds, most BCSG agencies report they assist those with who have the greatest need and are low-income. Based on PY 2018 final agency reports, 7,131 Plano residents and households were assisted with BCSG funds.

PY 2018 at a glance

HOUSING

City of Plano First Time Homebuyer Program



4
homebuyers

Housing Rehabilitation City of Plano + Rebuilding Together North Texas



24
homeowners

Housing Supply

Housing Channel +
City of Plano Housing
Rehabilitation



3 new
affordable units
created

PUBLIC SERVICES

Texas Muslim Women's Foundation



22 domestic
violence survivors

Homelessness Prevention Program



137 persons

Boys and Girls Clubs of Collin County



137 youth

OTHER GRANT FUNDS

BUFFINGTON COMMUNITY SERVICES GRANT

City of Plano General Funds

Grants to 17 organizations serving
Plano residents providing senior
services, transitional housing, youth
programs, health services, meals,
counseling, education, and more

7,131 people

HOMELESS HOUSING & SERVICES PROGRAM

Texas Department of Housing
and Community Affairs

Rapid Rehousing Program

- Housing assistance
- Case management
- Supportive services

22 people

Comparison of the proposed versus actual outcomes for each outcome measure submitted with the consolidated plan and explain, if applicable, why progress was not made toward meeting goals and objectives. 91.520(g)

Categories, priority levels, funding sources and amounts, outcomes/objectives, goal outcome indicators, units of measure, targets, actual outcomes/outputs, and percentage completed for each of the grantee's program year goals.

Goal	Category	Source / Amount	Indicator	Unit of Measure	Expected – Strategic Plan	Actual – Strategic Plan	Percent Complete	Expected – Program Year	Actual – Program Year	Percent Complete
Homelessness Prevention	Homeless	CDBG: \$122,000	Homelessness Prevention	Persons Assisted	150	482	321.33%	170	137	80.58%
Homeless Shelter and Services	Homeless	CDBG: \$42,000	Public service activities other than Low/Moderate Income Housing Benefit	Persons Assisted	0	109	100.00%	0	14	100.00%
Homeless Shelter and Services	Homeless	CDBG: \$0 (funds included under public services above)	Homeless Person Overnight Shelter	Persons Assisted	200	91	45.50%	9	8	88.89%
Homeownership	Affordable Housing	CDBG: \$8,804 HOME: \$163,194	Direct Financial Assistance to Homebuyers	Households Assisted	25	13	52.00%	0	4	100.00%

Housing Rehabilitation	Affordable Housing	CDBG: \$0	Rental Units Rehabilitated	Household Housing Unit	0	146	100.00%	0	0	0%
Housing Rehabilitation	Affordable Housing	CDBG: \$915,746 HOME: \$98,962	Homeowner Housing Rehabilitated	Household Housing Unit	125	113	90.40%	42	24	57.14%
Job Training	Non-Homeless Special Needs Non-Housing Community Development	CDBG: \$0	Public service activities other than Low/Moderate Income Housing Benefit	Persons Assisted	60	0	0.00%	0	0	0%
Public Services - Medical/Dental	Non-Housing Community Development	CDBG: \$0	Public service activities other than Low/Moderate Income Housing Benefit	Persons Assisted	100	0	0.00%	0	0	0%
Public Services - Special Needs	Homeless Non-Homeless Special Needs	CDBG: \$52,000	Public service activities other than Low/Moderate Income Housing Benefit	Persons Assisted	1500	698	46.53%	137	137	100.00%

Public Services - Transportation	Non-Homeless Special Needs Non-Housing Community Development	CDBG: \$0	Public service activities other than Low/Moderate Income Housing Benefit	Persons Assisted	150	0	0.00%	0	0	0%
Supply of Units	Affordable Housing	HOME: \$132,972	Homeowner Housing Added	Household Housing Unit	30	14	46.67%	4	3	75.00%

Table 1 - Accomplishments – Program Year & Strategic Plan to Date

Progress on 2015-2019 Consolidated Plan: Year Four

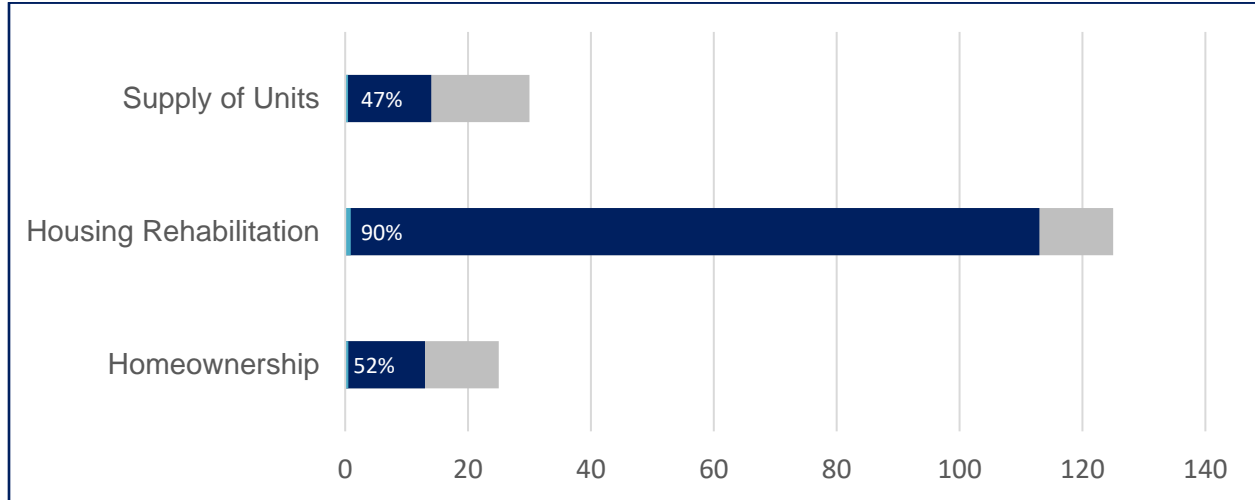


Chart 1 – Con Plan Progress: Housing

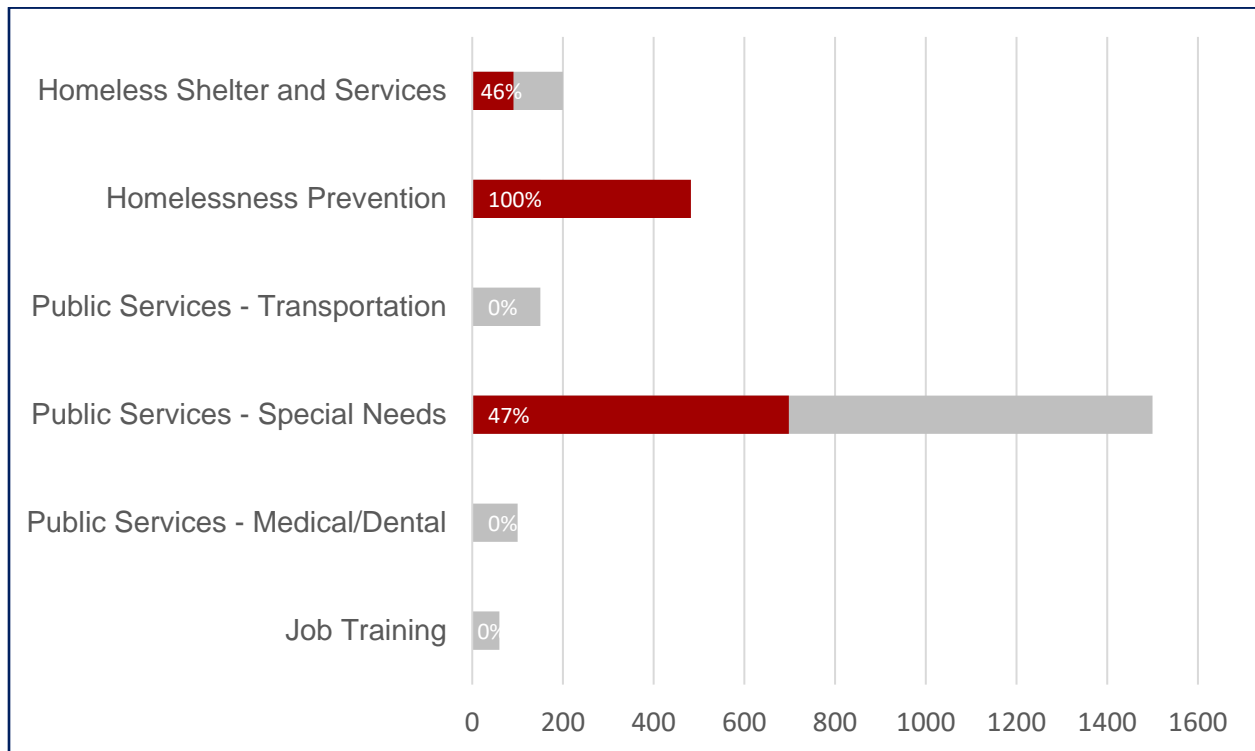


Chart 2 – Con Plan Progress: Public Services

Assess how the jurisdiction's use of funds, particularly CDBG, addresses the priorities and specific objectives identified in the plan, giving special attention to the highest priority activities identified.

To address housing goals related to rehabilitation, the City provided funds to rehabilitate single-family housing. The City's Housing Rehabilitation Program (HRP) provided home repairs to 22 low to moderate income Plano homeowners during the program year. A total of \$879,801 in CDBG funding was utilized to provide 12 emergency repairs and 10 limited home repairs. HRP used an additional \$98,962 in HOME funds to begin work on two homeowner reconstruction projects, which will be completed during PY 2019. Rebuilding Together North Texas also used \$35,945 in CDBG funding to provide home repairs to one household in their Moderate Scope Program and one household in their Full Scope Program.

To address goals related to homeownership, the City of Plano's First Time Homebuyer program assisted four households with purchasing a home in Plano during the program year. A total of \$8,804 in CDBG funding and \$153,194 in HOME funding was used for this program. An additional \$10,000 in HOME funding was drawn down from HUD in PY 2018, but it was utilized for a homebuyer that was assisted in the final month of PY 2017. In addition to offering down payment and closing costs, the City also provided First Time Homebuyer educational classes to 163 potential homebuyers.

To address goals related to supply of units, the City of Housing Rehabilitation Program utilized \$10,424 in HOME funds to complete and sell one single family housing unit that began construction in PY 2017, as part of a partnership with Plano Housing Authority. The project utilized a total of \$168,066 in HOME funds from PY 2017 to PY 2018 and generated \$97,506 in program income. Housing Channel used \$14,829 to complete and sell two single family housing units that were acquired and began rehabilitation in PY 2017. Housing Channel utilized a total of \$148,288 in HOME funds for these two homes from PY 2017 to PY 2018. An additional \$17,719 was drawn down from HUD in PY 2018 for a Housing Channel project and a Habitat for Humanity project that were completed in PY 2017 and reported in the last CAPER. Finally, Housing Channel used \$90,000 to begin work on one additional acquisition/rehabilitation project, which is expected to close during PY 2019.

To address goals related to public services, the City funded programs related to domestic violence, homelessness prevention, and after-school care. The City's Homelessness Prevention Program utilized \$122,000 to assist 137 at-risk individuals with maintaining their residence, Boys and Girls Clubs of Collin County used \$52,000 to provide after-school enrichment programs to 137 children, and Texas Muslim Women's Foundation (TMWF) used \$42,000 to provide culturally-sensitive services to 22 domestic violence survivors, including case management, legal assistance, and counseling. Eight of the 22 individuals served by TMWF were homeless as a result of domestic violence and provided with overnight shelter services.

In the first four years of the Con Plan, the City did not make progress on its goals of Transportation and Job Training. The City did not receive any proposals for these services

from local agencies during its 2015, 2016, and 2017 consolidated grant processes. In its 2018 and 2019 grant processes, the City received proposals from an organization that provides access to job training through a tuition assistance and case management program. However, during both grant processes, this organization's application did not receive the minimum score necessary to be considered for funding by the City of Plano's Community Relations Commission.

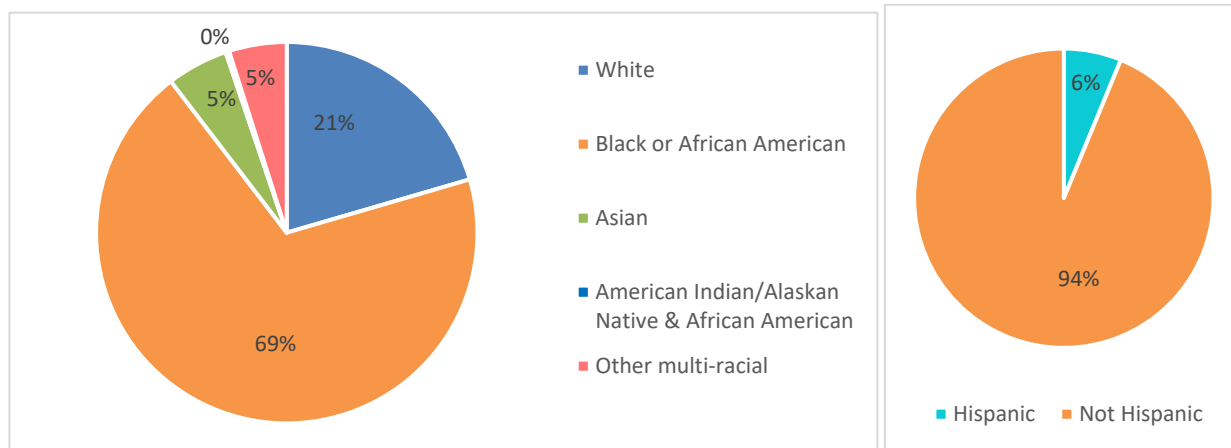
While the City has not used HUD funds on medical/dental programs during the first three years of the Con Plan, the City funded several medical programs from 2015-2018 using the City of Plano's Buffington Community Services Grant. Health services were provided for a total of 4,296 individuals using BCSG funds over the four year period.

CR-10 - Racial and Ethnic composition of families assisted

Describe the families assisted (including the racial and ethnic status of families assisted). 91.520(a)

	CDBG	HOME
White	61	6
Black or African American	226	0
Asian	17	0
American Indian or American Native	0	0
Native Hawaiian or Other Pacific Islander	0	0
American Indian/Alaskan Native & African American	1	0
Other multi-racial	15	1
Total	320	7
Hispanic	20	2
Not Hispanic	300	5

Table 2 – Table of assistance to racial and ethnic populations by source of funds



Charts 3 and 4 - Assistance to racial and ethnic populations with CDBG and HOME funds

Narrative

Table 2 represents households and individuals served across the City's various CDBG and HOME programs. CDBG and HOME funds were used to help all Plano residents, regardless of race and/or ethnicity. When reviewing the above Table 2, approximately 80% of the households and individuals assisted with these funds classified themselves as a racial minority. Approximately 6% of individuals reported an ethnicity of Hispanic. All people assisted with CDBG and HOME funds had an income at or below 80% of the area median income.

CR-15 - Resources and Investments 91.520(a)

Identify the resources made available

Source of Funds	Source	Resources Made Available	Amount Expended During Program Year
CDBG	CDBG	\$1,439,998	\$1,404,549
HOME	HOME	\$739,657	\$428,394
Other	Other	\$562,780	\$562,780

Table 3 - Resources Made Available

Narrative

The City of Plano began PY 2018 with \$1,319,998 in newly allocated CDBG dollars and \$559,367 in newly allocated HOME funds. The City budgeted \$120,000 for CDBG program income and \$6,750 for HOME program income. Additionally, the City's Community Relations Commission reallocated \$173,540 in HOME funding from prior years, of which \$94,212 was returned by subrecipients and \$79,328 was not awarded to a subrecipient during the 2017 Consolidated Grant Process.

The "Resources Made Available" column in Table 3 includes CDBG and HOME entitlement funds and budgeted program income, but does not reflect the actual amount of funding available as of October 1, 2018, the first day of PY 2018, as the City had prior year funds available at that time that were allocated to projects approved in previous program years. At the conclusion of PY 2017, the City had \$785,053 in CDBG funds and \$548,073 in HOME funds remaining to spend. At the conclusion of PY 2018, the City had \$834,177 in CDBG funds and \$814,004 in HOME funds remaining to spend. All funds remaining at the conclusion of PY 2018 are currently budgeted to City programs (Housing Rehabilitation and First Time Homebuyer) and subrecipient housing service providers (Housing Channel, Habitat for Humanity of Collin County, and Rebuilding Together North Texas).

Identify the geographic distribution and location of investments

Target Area	Planned Percentage of Allocation	Actual Percentage of Allocation	Narrative Description

Table 4 – Identify the geographic distribution and location of investments

Narrative

Due to the eligibility criteria for the CDBG and HOME programs and their focus on low to moderate income populations, most funds are expended in areas that have higher concentrations of low to moderate income residents, such as southeast Plano and many areas located to the immediate east and west of US-75. However, funds are expended in all areas of the City, as all programs are available city-wide, and low and moderate income persons reside in all areas of the City. See the map at Appendix A showing the income distribution of areas that have at least 32.9% low to moderate income households, per HUD's Exception rule for the City of Plano.

Leveraging

Explain how federal funds leveraged additional resources (private, state and local funds), including a description of how matching requirements were satisfied, as well as how any publicly owned land or property located within the jurisdiction that were used to address the needs identified in the plan.

The City has no match to report for the PY 2018 and is utilizing excess match from prior years in the amount of \$46,702 to cover the match liability for the current year.

Fiscal Year Summary – HOME Match	
1. Excess match from prior Federal fiscal year	\$684,785.27
2. Match contributed during current Federal fiscal year	\$ 0.00
3. Total match available for current Federal fiscal year (Line 1 plus Line 2)	\$684,785.27
4. Match liability for current Federal fiscal year	\$ 49,702.38
5. Excess match carried over to next Federal fiscal year (Line 3 minus Line 4)	\$635,082.89

Table 5 – Fiscal Year Summary - HOME Match Report

[illegible]**Table 6 – Match Contribution for the Federal Fiscal Year**

HOME MBE/WBE report

Program Income – Enter the program amounts for the reporting period				
Balance on hand at begin-ning of reporting period \$	Amount received during reporting period \$	Total amount expended during reporting period \$	Amount expended for TBRA \$	Balance on hand at end of reporting period \$
633.84	104,508.94	75,869.37	0	29,273.41

Table 7 – Program Income

Minority Business Enterprises and Women Business Enterprises – Indicate the number and dollar value of contracts for HOME projects completed during the reporting period						
	Total	Minority Business Enterprises				White Non-Hispanic
		Alaskan Native or American Indian	Asian or Pacific Islander	Black Non-Hispanic	Hispanic	
Contracts						
Number	4	0	0	0	0	4
Dollar Amount	96,118	0	0	0	0	96,118
Sub-Contracts						
Number	0	0	0	0	0	0
Dollar Amount	0	0	0	0	0	0
	Total	Women Business Enterprises	Male			
Contracts						
Number	4	0	4			
Dollar Amount	96,118	0	96,118			
Sub-Contracts						
Number	0	0	0			
Dollar Amount	0	0	0			

Table 8 - Minority Business and Women Business Enterprises

Minority Owners of Rental Property – Indicate the number of HOME assisted rental property owners and the total amount of HOME funds in these rental properties assisted						
	Total	Minority Property Owners				White Non-Hispanic
		Alaskan Native or American Indian	Asian or Pacific Islander	Black Non-Hispanic	Hispanic	
Number	0	0	0	0	0	0
Dollar Amount	0	0	0	0	0	0

Table 9 – Minority Owners of Rental Property

Relocation and Real Property Acquisition – Indicate the number of persons displaced, the cost of relocation payments, the number of parcels acquired, and the cost of acquisition						
Parcels Acquired	0	0				
Businesses Displaced	0	0				
Nonprofit Organizations Displaced	0	0				
Households Temporarily Relocated, not Displaced	0	0				
Households Displaced	Total	Minority Property Enterprises				White Non-Hispanic
		Alaskan Native or American Indian	Asian or Pacific Islander	Black Non-Hispanic	Hispanic	
Number	0	0	0	0	0	0
Cost	0	0	0	0	0	0

Table 10 – Relocation and Real Property Acquisition

CR-20 - Affordable Housing 91.520(b)

Evaluation of the jurisdiction's progress in providing affordable housing, including the number and types of families served, the number of extremely low-income, low-income, moderate-income, and middle-income persons served.

	One-Year Goal	Actual
Number of Homeless households to be provided affordable housing units	0	0
Number of Non-Homeless households to be provided affordable housing units	114	66
Number of Special-Needs households to be provided affordable housing units	0	18
Total	114	84

Table 11 – Number of Households

	One-Year Goal	Actual
Number of households supported through Rental Assistance	68	53
Number of households supported through The Production of New Units	4	3
Number of households supported through Rehab of Existing Units	42	24
Number of households supported through Acquisition of Existing Units	0	4
Total	114	84

Table 12 – Number of Households Supported

Discuss the difference between goals and outcomes and problems encountered in meeting these goals.

The City fell short of its one-year housing goals due to two main factors. First, the Homelessness Prevention Program (HPP) served less than the projected number of persons due to a City policy change implemented in May 2018 that increased the amount of rent assistance that could be provided to participants, in response to rising rental rates. This policy change impacted the number of persons served more than originally anticipated. Second, Rebuilding Together North Texas was projected to provide housing rehabilitation to 16 households with their PY 2018 funding. However, they completed two projects in PY 2018. They still have one additional year to fully expend their grant and are expected to complete the 14 remaining projects in PY 2019. Despite falling short of one-year goals, both the Housing Rehabilitation and Homelessness Prevention Programs are on track to meet the five-year goals established in the Con Plan.

The City's goals related to Homeownership and Supply of Units have made slower

progress. The housing market in Plano has affected the number of First Time Homebuyer (FTHB) Program participants that have been able to acquire existing homes. Homes that are priced modestly in Plano often need extensive repairs or are quickly purchased by another buyer, making it more challenging for low to moderate income persons to purchase an affordable home. The current housing market has also continued to be challenging for developers in the production of new units. Land value has increased, and the number of available infill lots needed to produce new units is limited. However, the City and its subrecipient developers have been able to produce a total of three new units in PY 2017, including two acquisition and rehabilitation projects and one reconstruction project.

All of the City's housing programs are available to qualified Plano residents and those seeking to become Plano residents through participation in the FTHB Program. The City of Plano did not undertake HOME-funded rental projects during the program year. However, the City provided short-term rental assistance using CDBG funds through its Homelessness Prevention Program, serving 53 households.

Discuss how these outcomes will impact future annual action plans.

The current Con Plan was developed in 2014, at a time when the housing market in North Texas was just beginning its current upward trend. Since that time, the median home sale price in Plano has increased from \$233,000 to \$338,000. The increase in funds necessary to acquire units and land, coupled with higher labor costs, has constrained the City's abilities to meet the Con Plan goals related to supply of units and homeownership. In the PY 2017 and 2018 Action Plans, the City adjusted its one-year goals related to housing to account for the increases in the cost of land, labor, and materials, and will continue to set realistic goals based on market conditions in future Action Plans.

Include the number of extremely low-income, low-income, and moderate-income persons served by each activity where information on income by family size is required to determine the eligibility of the activity.

Number of Households Served	CDBG Actual	HOME Actual
Extremely Low-income	171	0
Low-income	102	7
Moderate-income	47	0
Total	320	7

Table 13 – Number of Households Served

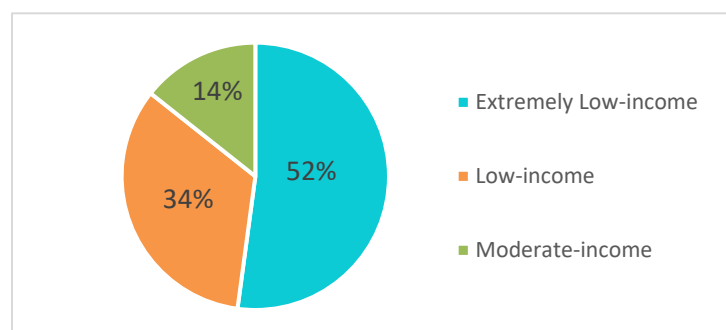


Chart 5 – Number of Households Served by Income

Narrative Information

All of the households assisted with CDBG and HOME funds had an income that was deemed moderate, low, or extremely low. Programs requiring information on income by family size included the City of Plano's Housing Rehabilitation Program, Rebuilding Together North Texas, Boys and Girls Clubs of Collin County, Homelessness Prevention, First Time Homebuyer, and Housing Channel.

CR-25 - Homeless and Other Special Needs 91.220(d, e); 91.320(d, e); 91.520(c)

Evaluate the jurisdiction's progress in meeting its specific objectives for reducing and ending homelessness through:

Reaching out to homeless persons (especially unsheltered persons) and assessing their individual needs

The City of Plano strives to utilize best practices and implement data-driven strategies to address homelessness in its jurisdiction and participates in regional coordination of homeless services through active leadership and participation in both the Collin County Homeless Coalition (CCHC) and the TX-600 Dallas City/County & Irving Continuum of Care (CoC). Beginning in August 2017, Metro Dallas Homeless Alliance (MDHA), the CoC lead agency, placed a Coordinated Assessment Case Manager in Plano at the Assistance Center of Collin County. This individual provides assessment, resource coordination, and housing/shelter placement for unsheltered homeless persons. City staff works closely with the Case Manager through a referral relationship and by providing documentation of homelessness through data collected during PIT counts, at the Harrington Library, and through the Patient Housing Assistance Initiative, all of which are described further below.

The City utilizes a Community Services Division staff person at Harrington Library once a week to assist unsheltered persons with locating suitable shelter and support services, as well as entry into HMIS and placement on the CoC Housing Priority List. City staff also organize and coordinate the homeless Point-in-Time (PIT) count for Plano each year, in coordination with the CoC and CCHC. Data collected during the PIT is used to determine priority needs and allocation of resources for the City's homeless population.

The City continued to administer its Hospital Homeless Initiative to address the needs of Plano's homeless residents admitted into area hospitals. City staff meets with the patient to determine shelter eligibility and complete an intake form for HMIS input. Staff then contacts emergency shelters and transitional living programs that best fits the needs of the patient to determine availability and coordinate intake, including transportation if needed. Follow-up is conducted to confirm the patient entered the program. During PY 2018, nine persons were assessed and received service coordination through the initiative.

Addressing the emergency shelter and transitional housing needs of homeless persons

The City used \$42,000 in CDBG funds to support Texas Muslim Women's Foundation, which provides culturally-sensitive services, including access to emergency shelter for women and children fleeing domestic violence. The organization served a total of 22 people, four of whom received overnight shelter. City general fund monies, in the form of Buffington Community Services Grants (BCSG), were used to fill in the funding gap between emergency shelter and transitional housing needs and available CDBG funding for public services. The City provided BCSG funds for the following programs:

- \$83,690 to The Samaritan Inn to support their Transitional Shelter Program, which provides shelter and supportive services to individuals and families experiencing homelessness and served 54 people;
- \$23,429 to Hope's Door New Beginnings Center to support their Survivor Services program, which includes emergency shelter for women and children fleeing domestic violence and served 240 people;
- \$10,000 to Emily's Place to support their Transformational Housing program, which provides transitional housing to women and children survivors of domestic violence and served 13 people;
- \$15,000 to City House to support their Transitional Living program, which provides transitional housing for homeless youth ages 18-21 and served 81 people; and
- \$21,929 to City House to support their Runaway Homeless Youth program, which provides emergency shelter to youth ages 0-17 and served 86 people.

Helping low-income individuals and families avoid becoming homeless, especially extremely low-income individuals and families and those who are: likely to become homeless after being discharged from publicly funded institutions and systems of care (such as health care facilities, mental health facilities, foster care and other youth facilities, and corrections programs and institutions); and, receiving assistance from public or private agencies that address housing, health, social services, employment, education, or youth needs

To address homelessness prevention, \$122,000 in CDBG funds were used to help 137 Plano residents at-risk of eviction remain housed. The program provides rent and utility assistance, coupled with case management and connection to other supportive services such as financial education, credit counseling, job search assistance, food pantry, clothing, assistance with obtaining mainstream benefits, and counseling. Three months after program exit, 95% of program participants remained in their home.

Helping homeless persons (especially chronically homeless individuals and families, families with children, veterans and their families, and unaccompanied youth) make the transition to permanent housing and independent living, including shortening the period of time that individuals and families experience homelessness, facilitating access for homeless individuals and families to affordable housing units, and preventing individuals and families who were recently homeless from becoming homeless again

In 2018, the City met a population threshold that made it eligible to receive Homeless Housing and Services Program (HHSP) funding from the Texas Department of Housing and Community Affairs (TDHCA). The City first received this funding in September 2018 and conducted a competitive Request for Proposals process to select an organization to provide a Rapid Rehousing Program to serve Plano's homeless population. City House, with Assistance Center of Collin County as a collaborative partner, was selected to administer the program, which provides up to 12 months of flexible housing assistance and case management. From December 1, 2018 to September 30, 2019, the program housed 22 persons experiencing homelessness. As persons exit the program, follow up will be conducted and outcome data will be tracked to ensure program effectiveness.

In addition to its Rapid Rehousing Program, the City of Plano also collaborates with service providers to assist homeless persons in finding shelter, resources, and permanent housing as quickly as possible. City staff works closely with the Coordinated Assessment Case Manager to assist individuals who are chronically homeless and those who have experienced a shorter period of homelessness. Homeless individuals and families with children are often referred to the Samaritan Inn, as well as the Coordinated Assessment Case Manager. Homeless veterans are first referred to Veterans Center of North Texas for services and the VA for HUD-VASH vouchers. The City also coordinates with Plano Housing Authority if they find an individual who may be eligible for a HUD-VASH voucher. Shelter and housing for unaccompanied youth is found through coordination with City House.

The City maintains leadership positions and active membership with the Collin County Homeless Coalition and the CoC. The CoC lead agency has a staff person that assists with locating affordable housing units, and also employs the Coordinated Assessment Case Manager. These two staff persons work closely to coordinate housing for homeless persons who have been assessed through the Coordinated Access System.

CR-30 - Public Housing 91.220(h); 91.320(j)

Actions taken to address the needs of public housing

The Plano Housing Authority (PHA) administers the Public Housing and Housing Choice Voucher programs, which are instrumental in providing stability for low income families in the Plano area. The PHA currently manages 23 public housing units and 948 Housing Choice Vouchers. Forty (40) of the 948 vouchers are VASH (Veterans Affairs Supportive Housing), designated specifically for homeless veterans. City staff and PHA staff meet regularly to discuss programs and how both entities can work together.

Actions taken to encourage public housing residents to become more involved in management and participate in homeownership

City staff continued to work with PHA staff to ensure that public housing residents and voucher program participants are aware of opportunities at the City for homeownership through programs such as the First Time Homebuyer (FTHB) program and that FTHB participants are aware of opportunities to purchase homes that PHA rehabilitates and sells. The City and PHA also collaborated in PY 2017 to purchase and rehabilitate a home together, which was sold to an eligible buyer in PY 2018.

Actions taken to provide assistance to troubled PHAs

The Plano Housing Authority is not deemed “troubled.”

CR-35 - Other Actions 91.220(j)-(k); 91.320(i)-(j)

Actions taken to remove or ameliorate the negative effects of public policies that serve as barriers to affordable housing such as land use controls, tax policies affecting land, zoning ordinances, building codes, fees and charges, growth limitations, and policies affecting the return on residential investment. 91.220 (j); 91.320 (i)

The City of Plano enlisted the help of a consultant from August to January of 2015 in order to review public policies that serve as a barrier to affordable housing. A review of the City's code of ordinances, including but not limited to building code, land use, and fee structures, showed that the City of Plano's ordinances are consistent with those that promote affordable housing. In February 2019, Plano City Council passed a new ordinance to allow backyard cottages, providing increased housing diversity that can be beneficial particularly to special populations including seniors, persons with disabilities, and young adults. The City also works with developers to incentivize affordable housing development in the form of reimbursement for public improvements and other fee waivers.

Actions taken to address obstacles to meeting underserved needs. 91.220(k); 91.320(j)

Recognizing Federal resources alone are not sufficient to meet community needs, the City of Plano created the Buffington Community Services Grant (BCSG) in 1998. The grant consists of general funds in the amount of \$2 per capita to help meet underserved needs and assist agencies in accomplishing their missions. During PY 2018, \$562,780 was awarded to 17 social service agencies to provide public services to Plano residents.

Over the last several years, North Texas has experienced a housing market boom, and Plano is no exception. To combat the decrease in available affordable housing, Plano City Council continues to provide resolutions of support to developers applying for Housing Tax Credits (HTC) within the City of Plano. In PY 2018, two applications were made in Plano, both receiving Resolution of Support. The City, through a consultant, finalized its Housing Trends Analysis for Plano during PY 2018. The report analyzes current housing stock and provides examples of best practices and strategies to guide future development, taking into account the spectrum of income levels held by Plano residents and the type of housing needed to support Plano's workforce. In August 2019, City staff provided three preliminary housing policy framework recommendations to City Council and will return in November with policy objectives consistent with the recommendations.

Unemployment and under-employment can also act as an obstacle to meeting the needs of the underserved. The City of Plano continued to operate the Day Labor Center which serves a meeting place for laborers and contractors to connect for work. A total of 26,237 labor placements were made during PY 2018, with an average daily placement rate of 44%.

City of Plano staff are also active participants in local social service organizations and coalitions. The City participated in the following organizations that met to collaborate on how to best meet the needs of the underserved:

- Collin County Homeless Coalition;
- Metro Dallas Homeless Alliance (Continuum of Care);
- Collin County Social Services Association;
- Collin County Council of Family Violence;
- Collin County Early Childhood Coalition; and
- Collin County Health and Wellness Alliance.

Actions taken to reduce lead-based paint hazards. 91.220(k); 91.320(j)

During PY 2018, the Community Services Division had two Certified Lead Risk Assessors on its staff, and another staff person attended training to become certified. Lead-based paint hazards are addressed through the CDBG rehabilitation and repair program and the HOME program. As homes enter these programs, they are evaluated for lead paint and, when necessary, such hazards are mitigated, as required by HUD regulations. Actions taken to reduce lead-based paint were conducted in accordance with HUD's lead-based paint regulations.

Actions taken to reduce the number of poverty-level families. 91.220(k); 91.320(j)

As mentioned above, the City utilizes general fund dollars to assist 17 social service agencies providing services to families in the community. During PY 2018, the City approved funds for a variety of programs that primarily assist low to moderate income persons and groups with special needs. Some of these programs included a home-based mentoring program for parents, a preventive health care program for seniors, a therapy program for survivors of sexual assault, and a STEM education program for youth.

Additionally, using CDBG, state funds, and City general funds, the City supported several programs aimed at self-sufficiency. These programs combine housing assistance with supportive services and include: Homelessness Prevention, Rapid Rehousing, The Samaritan Inn, Hope's Door New Beginnings Center, Emily's Place, City House, and Texas Muslim Women's Foundation.

Actions taken to develop institutional structure. 91.220(k); 91.320(j)

The City of Plano utilizes City staff to deliver its First Time Homebuyer and Housing Rehabilitation programs, while non-profit organizations partner with the City to assist in carrying out other housing, homeless, and community development goals. In order to enhance institutional structure on an ongoing basis, Community Services Division staff actively collaborates with outside agencies through various coalitions and networking

groups, as listed in the next section. During PY 2018, the City purchased a subscription to the Foundation Directory Online database, which is a robust directory and search tool that nonprofits can utilize to access new funding opportunities. Other efforts include networking with neighboring participating jurisdictions through the National Community Development Association.

Actions taken to enhance coordination between public and private housing and social service agencies. 91.220(k); 91.320(j)

In order to enhance coordination, Community Services Division staff actively collaborates with outside agencies through various coalitions and networking groups, which include: the Collin County Homeless Coalition, Metro Dallas Homeless Alliance (Continuum of Care), Collin County Social Service Association, Collin County Early Childhood Coalition, and the Collin County Health and Wellness Alliance. Through these affiliations, City staff form relationships with key staff from local agencies, enabling them to provide residents a “warm hand-off” to social service providers who can address their specific needs. Other efforts include: networking with neighboring participating jurisdictions through the National Community Development Association, advocating for elimination of duplicate services among public service agencies, and coordinating with Plano Housing Authority to provide information to the public about the process for obtaining a Housing Choice Voucher or public housing.

During this program year, the City of Plano also continued its collaboration with 6 other cities and 15 housing authorities as part of the North Texas Regional Housing Assessment to complete an Assessment of Fair Housing (AFH). While HUD issued notices indefinitely delaying submission of the AFH and effectively reinstating the Analysis of Impediments to Fair Housing Choice (AI) requirement, the City completed its AFH process. A public comment period began on December 10, 2018 and ended with a public hearing at Plano City Council on January 14, 2019. Multiple comments were received and included with the AFH document, available on the City’s website. The City’s completed AFH satisfies all AI requirements, and it will be implemented with the 2020-24 Consolidated Plan and updated as needed.

Identify actions taken to overcome the effects of any impediments identified in the jurisdictions analysis of impediments to fair housing choice. 91.520(a)

In 2015, the City underwent an Analysis of Impediments to Fair Housing Choice (AI). The AI reviewed land use controls, property tax policies, zoning ordinances, building codes, fees and charges, public housing, environmental requirements, public transportation, and other factors in order to determine any barriers to affordable housing. It found there were no City policies that limit or affect the return on residential investment. However, the City took the following actions this year to foster fair housing choice and to address impediments identified in the AI:

- Hosted three community workshops in April 2019: Senior Housing and Resources, Fair Housing, and Fair Housing for Case Managers. These workshops included

speakers from North Texas Fair Housing Center, Legal Aid of Northwest Texas, North Texas Area Agency on Aging, Wellness Center for Older Adults, and Jewish Family Services. Speakers covered a variety of topics including affordable housing programs, senior services, common fair housing issues, reasonable accommodations, how to file a fair housing complaint, searching and securing affordable housing, and landlord-tenant relations. The workshops had a combined total of 109 people in attendance, not including City staff;

- Facilitated access to below-market-rate units by providing two Resolutions of Support to developers applying to the State of Texas's Competitive, 9% Housing Tax Credit Program;
- Provided detailed information and referral for any persons who contacted the City needing information on how to file a fair housing complaint;
- Continued to provide support for the overall vitality and stability of low to moderate income neighborhoods through general-funded programs. These programs include 1) Love Where You Live, in which the City and community volunteers "adopt" a neighborhood over the course of a year and complete two major service events that involve completing minor home repairs, landscaping projects, and cleaning up litter and trash from the neighborhood's creeks, streets and properties; and 2) Plano CARES, which connects local volunteers to Plano residents who are experiencing physical or financial hardship and are unable to correct common property code violations such as tree trimming, trash removal, damaged fence removal/repair, accessory building removal/repair, and minor exterior home repair;
- Provided four free property maintenance classes throughout the year to help homeowners learn how to best care for their properties to maximize the life of their homes;
- Continued to provide language assistance to applicants and program participants with Limited English Proficiency on an as-needed basis. Within the Neighborhood Services Department, there are staff persons able to provide translation in Spanish, French, Farsi, Kurdish, Pashto, Turkish, Japanese, Thai, Vietnamese, and American Sign Language. If needed, outside translation services are utilized; and
- Provided information on City programs at outreach events across Plano reaching diverse populations, for a total of 52 staff hours. These events include neighborhood meetings, community resource fairs, festivals, and library events.

CR-40 - Monitoring 91.220 and 91.230

Describe the standards and procedures used to monitor activities carried out in furtherance of the plan and used to ensure long-term compliance with requirements of the programs involved, including minority business outreach and the comprehensive planning requirements

City staff attended various HUD-sponsored training sessions as well as participated in webinars during PY 2018-19. These efforts are to ensure staff is current with new and/or revised federal regulations regarding HUD funded programs. Staff attended training sessions and/or webinars in the areas of IDIS and E-Con Planning Suite, Environmental Review, Section 3 Requirements, CDBG/HOME regulations, HUD Regional Quarterly Meetings, and National Community Development Association trainings and seminars. For planning/monitoring requirements, staff conducts quarterly desk monitoring and annual onsite monitoring of programs to ensure program and comprehensive planning compliance. In addition, staff requires mandatory training for all CDBG and HOME subrecipients and publishes a "CDBG and HOME Subrecipient Compliance Manual" for those agencies and provides ongoing technical assistance as needed. The majority of City of Plano HOME funds are provided to developers for the production and/or rehabilitation of affordable housing units. The City has a designated staff person to oversee HOME-funded developers and conducts onsite visits throughout the construction phase until the homes are sold to low income home buyers. Developers are monitored annually using a City of Plano Monitoring checklist, which includes a HUD-prescribed HOME checklist to ensure compliance with regulations.

Staff continued marketing and outreach to Minority Business Enterprises (MBEs) by searching websites such as the Small Business Administration and local chapters of national minority associations. The City networks with the Dallas Chapter of the National Association of Builders, and the National Association of the Remodeling Industry. The City also provides announcements of available contracting opportunities to the following local entities: National Association of Minority Contractors Dallas-Ft. Worth, Regional Black Contractors Association, and Regional Hispanic Contractors Association.

The City of Plano utilizes its Day Labor Center in an effort to help contractors locate Section 3 residents. Annually, City staff sponsors a free contractor event for training and recruitment purposes. The City has a web page that includes a contractor application and requirements for participation in the City's housing rehabilitation program. The online application is open to all contractors. City staff has utilized the BidSync online contracting system and procured contractors and awarded bonus points in procurement for Section 3 Businesses. These efforts along with networking and referrals resulted in 62.7% (\$444,928) of total CDBG funds awarded through housing rehabilitation as MWBE construction contracts. HUD's MWBE reporting requirements exclude reporting MWBE metrics for HOME funded projects.

In addition, the City exceeded the goal of awarding 10% of construction dollars to Section 3 businesses, but did not meet its 3% threshold of non-construction dollars to Section 3

businesses. From October 1, 2018 through September 30, 2019, the City of Plano paid \$696,582 in CDBG funding to contractors providing construction services, and \$25,000 in non-construction services for the City's Housing Rehabilitation Program. HUD's Section 3 Guidelines require recipients of their funds, to the greatest extent possible, provide job training, employment and contract opportunities for low-income residents. During FY 2018, 41.7% (\$290,176) of all CDBG construction dollars and 0% non-construction contracts dollars were awarded to contractors that met Section 3 guidelines. The tight construction housing market experienced throughout North Texas this year created a shortage of non-construction contractors, resulting in a lower response in non-construction contractors than prior years. In the CDBG category, 23.8% of new hires were Section 3 residents, below the Section 3 requirement of 30%.

From October 1, 2018 through September 30, 2019, the City of Plano paid \$94,866 in HOME funding to contractors providing construction services, and \$1,252 in non-construction services for the City's Housing Rehabilitation Program. During FY 2018, 100% (\$94,866) of the City's HOME Housing Rehabilitation construction dollars were awarded to contractors that met Section 3 guidelines, and 0% non-construction contracts dollars were awarded to contractors that met Section 3 guidelines. The tight construction housing market experienced throughout North Texas this year created a shortage of non-construction contractors, resulting in a lower response in non-construction contractors than prior years.

Citizen Participation Plan 91.105(d); 91.115(d)

Describe the efforts to provide citizens with reasonable notice and an opportunity to comment on performance reports.

This report was prepared by the Community Services Division of the Neighborhood Services Department. A public notice will be placed in the Plano Star Courier on November 24, 2019 for residents to view the draft performance document. The notice will inform the public that a copy of the draft report can be obtained at the Neighborhood Services Department office and via the Neighborhood Services website. The notice will also inform the public where to direct their comments. An open meeting will be held on November 14th before the Community Relations Commission, and a public hearing will be held December 9th before City Council. A 15-day public comment period will be held from November 25th to December 9th.

CR-45 - CDBG 91.520(c)

Specify the nature of, and reasons for, any changes in the jurisdiction's program objectives and indications of how the jurisdiction would change its programs as a result of its experiences.

There have been no changes to the jurisdiction's program objectives since the Con Plan was developed in 2015. However, the City has encountered barriers to its First Time Homebuyer program due to market conditions in Plano causing home values to increase drastically over the past few years. In July 2018, in an effort to provide greater opportunity to low to moderate income persons seeking homeownership opportunities, the City increased its maximum downpayment assistance under the HOME program from \$20,000 to \$55,000. Homebuyers with a household income above 60% AMI, but equal to or less than 80% AMI, are eligible for up to \$45,000, while those at or below 60% AMI are eligible for up to \$55,000. The City also continues to maximize outreach efforts to realtors across the metroplex in an effort to bring greater awareness to the program.

Does this Jurisdiction have any open Brownfields Economic Development Initiative (BEDI) grants?

No, the City does not have any BEDI grants.

[BEDI grantees] Describe accomplishments and program outcomes during the last year.

CR-50 - HOME 91.520(d)

Include the results of on-site inspections of affordable rental housing assisted under the program to determine compliance with housing codes and other applicable regulations

Please list those projects that should have been inspected on-site this program year based upon the schedule in §92.504(d). Indicate which of these were inspected and a summary of issues that were detected during the inspection. For those that were not inspected, please indicate the reason and how you will remedy the situation.

The City of Plano did not utilize HOME funds to rehabilitate or create affordable rental units.

Provide an assessment of the jurisdiction's affirmative marketing actions for HOME units. 92.351(b)

The City of Plano did not utilize HOME funds for rental projects or homebuyer projects with greater than four units. However, the City of Plano affirmatively markets all HOME homebuyer projects to the extent feasible.

Refer to IDIS reports to describe the amount and use of program income for projects, including the number of projects and owner and tenant characteristics

During PY 2018, the City used \$5,356 in program income on one Acquisition, Rehabilitation and Resale (ARR) project, which was a joint effort between the City and Plano Housing Authority. Construction was completed in PY 2017, and the home was sold to an eligible buyer in PY 2018. The buyer was a household of two, identifying as Other/Multi-racial and Hispanic.

The City also used an additional \$70,513 in program income toward two homeowner reconstruction projects. One homeowner is a household of two, with the head of household being an elderly veteran with a disability, identifying as African-American/Non-Hispanic; and the other homeowner is a four-person, female-headed household, identifying as White/Hispanic.

Describe other actions taken to foster and maintain affordable housing. 91.220(k) (STATES ONLY: Including the coordination of LIHTC with the development of affordable housing). 91.320(j)

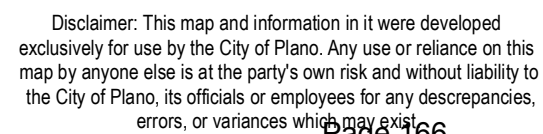
The City of Plano seeks to increase its affordable housing supply so that all residents have access to housing that they can sustain. During PY 2018, the City provided a Resolution of Support for two applications which sought Low Income Housing Tax Credits (LIHTC) for the construction of new affordable units within the city limits. Through policy, funding commitments, and in-house programs, the City has provided opportunities to maintain and increase its affordable housing stock. During PY 2018, four first time

homebuyers received homeownership assistance for existing, rehabilitated, or newly constructed homes, 22 homeowners were assisted through the Housing Rehabilitation Program, and two homeowners were assisted through Rebuilding Together North Texas's Full and Moderate Scope programs. New construction of three new affordable units was completed, and the homes were sold to low to moderate income buyers. Additionally, the City underwent a Housing Trend Analysis in PY 2017. This report analyzed the City's current housing stock and provided examples of best practices and strategies to guide future development, taking into account the spectrum of income levels held by Plano residents and the type of housing needed to support Plano's workforce. City staff is currently developing policy objectives consistent with three preliminary recommendations made to City Council as part of the development of a housing policy framework.

City of Plano

Legend

— Major Roads



CITY COUNCIL AGENDA MEMO

MEETING DATE: 12/9/2019
DEPARTMENT: Gov Relations
DIRECTOR: Brandi Youngkin, Director of Policy & Government Relations
AGENDA ITEM: First reading of an Ordinance to grant Oncor Electric Delivery Company a Franchise Agreement in the City of Plano, Texas.
RECOMMENDED ACTION: Items for Individual Consideration

ITEM SUMMARY

First Reading of an Ordinance to grant to Oncor Electric Delivery Company LLC, its successors and assigns, an electric power Franchise to use the present and future streets, alleys, highways, public utility easements, and public ways and other public property of Plano, Texas, providing for compensation therefor, providing for publication, providing for written acceptance of this Franchise, providing for the repeal of all existing Franchise Ordinances to Oncor Electric Delivery Company LLC, its predecessors and assigns, finding that the meeting at which this Ordinance is passed is open to the public, providing a severability clause, providing a savings clause, and providing for an effective date and a term of said Franchise. **First reading conducted.**

PREVIOUS ACTION/PRESENTATION

Previous Franchise Agreement was granted to Oncor on December 8, 2003, and was good through August 31, 2018. City Council approved an extension of the franchise agreement on April 22, 2019 while the new franchise agreement was being updated.

BACKGROUND

Oncor Electric Delivery serves around 92% of the City's electricity. The terms of this franchise agreement will extend through November 30, 2040.

FINANCIAL SUMMARY/STRATEGIC GOALS

The extension of this Franchise Agreement will produce an indeterminable amount of revenue in the General Fund, attributable to a quarterly franchise fee based on each kilowatt hour of electricity delivered by Oncor to each retail customer whose consuming facility's point of delivery is located within the City's municipal boundaries, as well as, the annual franchise fee based on 4% of the gross revenues received by Oncor identified as "Discretionary Service Charges", as defined in the agreement. As a point of reference, anticipated Oncor Electric Franchise Fee Revenue to be received in FY 2019-20 is approximately \$11.2 million.

Approval of this Ordinance will support the City's Strategic Plan Critical Success Factor of being an Excellent, Innovative, and Accountable City Government.

ATTACHMENTS:

Description

Ordinance

Upload Date

12/4/2019

Type

Agreement

An Ordinance of the City of Plano, Texas granting to Oncor Electric Delivery Company LLC, its successors and assigns, an electric power Franchise to use the present and future streets, alleys, highways, public utility easements, and public ways and other public property of Plano, Texas, providing for compensation therefor, providing for publication, providing for written acceptance of this Franchise, providing for the repeal of all existing Franchise Ordinances to Oncor Electric Delivery Company LLC, its predecessors and assigns, finding that the meeting at which this Ordinance is passed is open to the public, providing a severability clause, providing a savings clause, and providing for an effective date and a term of said Franchise.

WHEREAS, on December 8, 2003, the City of Plano, Texas (the “City”) granted a non-exclusive franchise to Oncor Electric Delivery Company LLC, a Texas Corporation and its successors and assigns (“Oncor” or “Company”), an electric power franchise to use the present and future streets, avenues, alleys, roads, highways, sidewalks, easements, and public ways and other public property of the City for the purposes of constructing and operating an electric distribution and transmission system and for delivering electricity to City residents and businesses; and

WHEREAS, pursuant to such grant of authority, Oncor is now and has been engaged in the electric utility business in the State of Texas and the City of Plano and, in furtherance thereof, has erected and maintained portions of its physical plant in the City; and

WHEREAS, the current franchise authority granted by the Plano City Council expired on August 31, 2018, and said franchise was extended by Ordinance No. 2019-4-14, which was adopted on April 22, 2019; and

WHEREAS, the City Council of the City of Plano hereby finds that it is to the mutual advantage of both the City and Oncor to enter into a new franchise establishing the conditions under which Oncor will operate its system of electric power lines, with all necessary or desirable appurtenances for delivering such electric power including underground conduits, poles, towers, wires, transmission lines, and other structures, equipment, and facilities in the City; and

WHEREAS, pursuant to Articles 2 and 10 of the City's Charter, the City Council hereby determines that a grant of this Ordinance is in the best interests and will inure to the benefit of the City and its citizens.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF PLANO, TEXAS, THAT:

SECTION 1. GRANT OF AUTHORITY.

A. Subject to all the terms and conditions contained herein, City hereby grants Oncor a Franchise agreement with the non-exclusive right to construct, extend, maintain and operate in, along, under and across its Electric Distribution and Transmission System in

the present and future public streets, alleys, highways, public utility easements, public ways and other public property (the "Public Rights-of-Way") of City, including electric power lines, with all necessary or desirable appurtenances (including underground conduits, poles, towers, wires, transmission lines, telephone and communication lines and other structures for Oncor's own use), (herein called "Facilities") for the purpose of delivering electricity to the City, the inhabitants thereof, and persons, firms, and corporations beyond the corporate limits thereof, for the term set out in Section 8.

B. Oncor will get approval from the City prior to installing Oncor facilities in a City park or City property other than public utility easements, streets, alleys, or highway Public Rights-of-Way.

C. Oncor may not use any portion of its Electric Distribution and Transmission System in the City's Public Rights-of-way for any purpose other than the delivery of electric service (or in the support of Oncor's Distribution and Transmission System), including renting, licensing or otherwise sharing use of facilities with third parties, including third parties receiving electric service, without first entering into a separate agreement for Oncor ancillary service.

D. Oncor agrees to notify other persons, firms, or corporations that desire to attach facilities to Oncor's Electric Distribution and Transmission System located within the City that they have a responsibility to obtain all legally required franchises, licenses, waivers, consents, easements, rights of way, and permits needed to construct and operate its equipment within the City. However, in no event is Oncor responsible or liable to City or any other person or entity if the persons, firms, or corporations that desire to attach to Oncor's Electric Distribution and Transmission System fails to obtain anything required by City. City may request a list of persons or corporations who have a contract to attach facilities to Oncor equipment within the City limits, and Oncor shall provide such information within a reasonable time after the City's request.

SECTION 2. PLACEMENT OF FIXTURES.

A. Poles, towers, and other structures shall be so erected as not to unreasonably interfere with: 1) existing vehicular and pedestrian traffic over streets, alleys, highways, and sidewalks; 2) existing gas, electric, or telephone fixtures; or 3) existing water hydrants or mains, drainage facilities or sanitary sewer facilities. All poles, towers and other structures must be reasonably required for Electric Distribution and Transmission purposes and not primarily for providing facilities for third-parties or other uses.

B. Oncor acknowledges that, by this Franchise Agreement, it obtains no rights to, or further use of, the Public Rights-of-Way other than those expressly granted herein and also granted by state and federal laws, rules, and regulations, including any amendments thereto. Oncor further acknowledges and accepts at its own risk, provided that City has the legal authority for the use or uses in question, that City may make use in the future of the Public Rights-of-Way in which the Electric Distribution and Transmission System is located and, in that event, Oncor shall only be entitled to compensation or reimbursement

from City as provided by Section 3 or any applicable state and federal laws, rules, and regulations including Tariffs and any amendments thereto.

C. Oncor must share trench space for cables or ducts with another person, firm, or corporation for the placement of cables or wires underground; provided, however, Oncor has no obligation to comply if said person or corporation does not agree with Oncor's reasonable terms and requirements for sharing trench space including cost sharing of trench and including any required contract or agreement with Oncor. Oncor may require another person, firm, or corporation to furnish evidence of adequate insurance and provide indemnity covering Oncor and adequate bonds covering the performance of the person, firm or corporation sharing the trench space. Oncor's requirement for such insurance and indemnity must be reasonable. Ducts, cables or wires shall be placed in trenches in compliance with applicable National Electrical Safety Code (NESC) requirements and in a manner that does not interfere with Oncor's cables and wires. Each person, firm, or corporation that is permitted to share Oncor trench space must acquire their own permits from the City and must have any necessary Franchise, license, or contract as required by the City; and Oncor's sole responsibility regarding this provision is the same responsibility as stated in Section 1.D of this franchise.

D. Oncor may not use any portion of its Electric Distribution and Transmission System in the City's Public Rights-of-way for any purpose other than the delivery of electric service (or in the support of Oncor's Distribution and Transmission System), without first entering into a separate agreement for Oncor ancillary service; however, Oncor is hereby expressly permitted as required by Federal law to allow Telecommunication Companies (e.g. telephone, and cable) to attach to Oncor Facilities so long as Federal laws and Oncor requirements are met, which includes the allowed attachment fees.

Oncor will cooperate with City, regarding the selection of the location of poles, towers and other structures, provided, however, that the City and Oncor recognize that Oncor must meet all legally imposed requirements and may avail itself of legally permitted procedures for determining the location of such facilities. Further, the parties recognize that Oncor may rely upon reasonable safety requirements in determining the appropriate location of such facilities.

City may request a list of persons or corporations who have a contract to attach facilities to Oncor equipment within the City limits, and Oncor shall provide such information within a reasonable time after the City's request.

SECTION 3. CONSTRUCTION, MAINTENANCE, OPERATION AND RELOCATION.

A. In constructing, maintaining and operating the Electric Distribution and Transmission System, Oncor shall act in a good and workmanlike manner.

B. Use of the Public Rights-of-Way by Oncor shall be governed by the City's Charter, ordinances, rules and regulations and state and federal laws, rules and regulations,

including the NESC and any amendments thereto. Nothing in this Agreement shall prohibit Oncor from asserting a claim before the Plano City Council, another regulatory agency, or a court having jurisdiction to contest any requirements of the City's Charter, ordinances, rules and regulations that Oncor believes is unconstitutional, conflicts with this Franchise agreement, or conflicts with any other state and federal laws, rules, and regulations or any NESC standard adopted by Oncor.

C. The City reserves the right to lay, and permit to be laid, storm, sewer, gas, water, wastewater, and other pipe lines, cables, and conduits, or other improvements, and to do and permit to be done any underground or overhead work that may be necessary or proper in, across, along, over, or under Public Rights-of-Way occupied by Oncor. The City also reserves the right to change in any manner any curb, sidewalk, highway, alley, public way, street, utility lines, storm sewers, drainage basins, drainage ditches, and the like.

D. City-requested relocations of Oncor Facilities in the Public Rights-of-Way shall be at Oncor's expense; provided however, if the City is the end use Retail Customer (customer who purchases electric power or energy and ultimately consumes it) requesting the removal or relocation of Oncor Facilities for its own benefit, or the project requiring the relocation is solely aesthetic/beautification in nature, it will be at the total expense of the City.

E. City shall provide Oncor with at least thirty (30) days' notice when requesting Oncor to relocate Facilities and shall specify a new location for such Facilities along the Public Rights-of-Way. Oncor shall proceed to relocate Facilities without unreasonable delay. Provided further, if the relocation request includes, or is for, Oncor to relocate above-ground facilities to an underground location, City shall be fully responsible for the additional cost of placing the facilities underground.

F. If any other corporation or person (other than City) requests Oncor to relocate Oncor Facilities located in Public Rights-of-Ways, Oncor shall not be bound to make such changes until such other corporation or person shall have undertaken, with good and sufficient bond, to reimburse Oncor for any costs, loss, or expense which will be caused by, or arises out of such change, alteration, or relocation of Oncor's Facilities. City may not request Oncor to pay for any relocation which has already been requested, and paid for, by any entity other than City.

G. Oncor shall, except in cases of emergency conditions or work incidental in nature, obtain a permit, if required by City Ordinance, prior to performing work in the Public Rights-of-Way, except in no instance shall Oncor be required to pay fees or bonds related to these permits, licenses, or other approval processes required for placing Facilities in the Public Rights-of-Way.

H. If City abandons any Public Rights-of-Way in which Oncor has Facilities, such abandonment shall be conditioned on Oncor's right to maintain its use of the former Rights-of-Way and on the obligation of the party to whom the Public Rights-of-Way is abandoned to reimburse Oncor for all removal or relocation expenses if Oncor agrees to

the removal or relocation of its Facilities following abandonment of the Public Rights-of-Way. If the party to whom the Public Rights-of-Way is abandoned requests Oncor to remove or relocate its Facilities and Oncor agrees to such removal or relocation, such removal or relocation shall be done within a reasonable time at the expense of the party requesting the removal or relocation. If relocation cannot practically be made to another Public Rights-of-Way, the expense of any Public Rights-of-way acquisition shall be considered a relocation expense to be reimbursed by the party requesting the relocation.

I. Oncor may permit the wires of the City to be attached to the poles or use of spare conduit in duct systems owned and maintained by Oncor, under separate agreement, upon securing an Oncor "Pole Attachment/Duct Use" agreement which specifies the requirements and compensation for said use. Oncor does not warrant or guarantee there will be space made available on Oncor poles or spare conduits in Oncor duct systems for the City's use. Oncor may require the City to furnish evidence of adequate insurance, provide indemnity covering Oncor, and provide adequate bonds covering the performance of the City or City's contractor prior to attaching wires to Oncor's poles and prior to City's use of conduit in Oncor's duct systems.

J. Oncor shall have in place Vegetation Management Guidelines, and shall provide City with a current copy of same, upon request. If the City requests a current copy of Oncor's Vegetation Management Guidelines, release of such shall be pursuant to the same confidential protection process identified in Section 9.E of this Franchise. Oncor shall conduct its tree-trimming activities in accordance with its Vegetation Management Guidelines, including as amended by Oncor from time to time, and will address concerns or complaints with regard to its tree-trimming activities upon reasonable request by the City. Except in emergency situations or in response to outages, and in accordance with Oncor Vegetation Management Guidelines, Oncor shall notify affected property owners and the City prior to beginning planned Distribution tree-trimming activities within City limits.

K. City shall have the ability at any time to require Oncor to repair, remove or abate any distribution pole, wire, cable, or other distribution structure in City's Public Rights-of-Way that is determined to be unnecessarily dangerous to life or property. After receipt of notice, Oncor shall either cure said dangerous condition within a reasonable time, or provide City with facts defending its position that said condition is not a condition that is unnecessarily dangerous to life or property. In the event City finds that Oncor has not sufficiently addressed said dangerous condition by either of the aforementioned methods, City shall be entitled to immediately exercise the remedies in Section 11.

SECTION 4. INDEMNITY.

A. In consideration of the granting of this franchise, Oncor agrees to indemnify, defend, and hold harmless the City, its, officers, agents and employees from and against all suits, actions or claims of injury to any person or persons, or damages to any property brought or made for or on account of any death, injuries to, or damages received or sustained by any person or persons or for damage to or loss of property arising out of, or occasioned by Oncor's intentional and/or negligent acts or omissions in connection with Oncor's operations; except that the indemnity provided for in this

paragraph shall not apply to any liability determined by a court of competent jurisdiction to have resulted from the sole negligence or intentional acts or omissions of the City, its officers, agents and employees. In the event of joint and concurrent negligence or fault of both Oncor and the City, responsibility and indemnity, if any, shall be apportioned comparatively in accordance with the laws of the State of Texas without, however, waiving any governmental immunity available to the City under Texas law and without waiving any of the defenses of the parties under Texas law. Further, in the event of joint and concurrent negligence or fault of both Oncor and the City, responsibility for all costs of defense shall be apportioned between the City and Oncor based upon the comparative fault of each.

- B. In fulfilling its obligation to defend and indemnify City, Oncor shall have the right to select defense counsel, subject to City's approval, which will not be unreasonably withheld. Oncor shall retain defense counsel within seven (7) business days of City's written notice that City is invoking its right to indemnification under this Contract. If Oncor fails to retain Counsel within such time period, City shall have the right to retain defense counsel on its own behalf, and Oncor shall be liable for all defense costs incurred by City, except as set out in Section 6.A.

SECTION 5. LIABILITY INSURANCE.

Oncor shall, at its sole cost and expense, obtain, maintain, or cause to be maintained, and provide, throughout the term of this Franchise, insurance in the amounts, types and coverages in accordance with the following requirements. Such insurance may be in the form of self-insurance to the extent permitted by applicable law or by obtaining insurance, as follows:

1. Commercial general or excess liability on an occurrence or claims made form with minimum limits of five million dollars (\$5,000,000) per occurrence and ten million dollars (\$10,000,000) aggregate. This coverage shall include the following:
 - a. Products/completed operations to be maintained for the warranty period or two years, whichever is less.
 - b. Personal and advertising injury.
 - c. Contractual liability.
 - d. Explosion, collapse, or underground (XCU) hazards.
2. Automobile liability coverage with a minimum policy limit of one million dollars (\$1,000,000) combined single limit each accident. This coverage shall include all owned, hired and non-owned automobiles.
3. Workers compensation and employers liability coverage. Statutory coverage limits for Coverage A and five hundred thousand dollars (\$500,000) bodily injury each accident, five hundred thousand (\$500,000) each employee bodily injury by disease, and five hundred thousand dollars (\$500,000) policy limit bodily injury by disease Coverage B employers'

liability are required. Oncor must provide the City with a waiver of subrogation for worker's compensation claims.

4. Oncor must name the City, which includes all authorities, commissions, divisions and departments, as well as elected and appointed officials, agents, and volunteers, as an additional insured under the coverage required herein, except Worker's Compensation Coverage. The certificate of insurance must state that the City is an additional insured.
5. Oncor will require its contractors and subcontractors to maintain, at their sole cost and expense, a minimum of three million dollars (\$3,000,000) each occurrence or each accident general liability and automobile liability throughout the course of work performed. Also, contractors and subcontractors will be required to maintain statutory workers' compensation benefits in accordance with the regulations of the State of Texas or state of jurisdiction as applicable. The minimum limits for employers' liability insurance will be five hundred thousand dollars (\$500,000) bodily injury each accident, five hundred thousand dollars (\$500,000) each employee bodily injury by disease, five hundred thousand dollars (\$500,000) policy limit bodily injury by disease.
6. Oncor will provide proof of insurance in accordance with this Franchise Agreement within 30 days of the effective date of the Franchise Agreement and annually thereafter. Oncor will not be required to furnish separate proof when applying for permits.

SECTION 6. NON-EXCLUSIVE FRANCHISE.

This franchise is not exclusive, and nothing herein contained shall be construed so as to prevent the City from granting other privileges and franchises to any other person, firm, or corporation. This Franchise Agreement does not establish any priority for the use of the Public Rights-of-Way by Oncor or by any present or future recipients of franchise agreements, franchisees, or other permit holders.

SECTION 7. PAYMENTS TO CITY.

A. In consideration of the grant of said right, privilege and franchise by the City and as full payment for the right, privilege and franchise of using and occupying the Public Rights-of-Way, and in lieu of any and all occupation taxes, assessments, municipal charges, fees, easement taxes, franchise taxes, license, permit and inspection fees or charges, street taxes, bonds, street or alley rentals, and all other taxes, charges, levies, fees, and rentals of whatsoever kind and character which the City may impose or hereafter be authorized or empowered to levy and collect, excepting only the usual general or special ad valorem taxes which the City is authorized to levy and impose upon real and personal property, sales and use taxes, and special assessments for public improvements, Oncor shall pay to the City the following:

1. A final quarterly payment will be made on or before November 30, 2019 for the privilege period of September 1, 2020 through November 30, 2020 in accordance with the provisions in the previous franchise.
2. As authorized by Section 33.008(b) of PURA, the original franchise fee factor calculated for the City in 2002 was 0.002730 (the "Base Factor"), multiplied by each kilowatt hour of electricity delivered by Oncor to each retail customer whose consuming facility's point of delivery is located within the City's municipal boundaries for determining franchise payments going forward.

Due to a 2006 agreement between Oncor and the City (the Agreement to Resolve Outstanding Franchise Issues between Oncor and the Steering Committee of Cities) the franchise fee factor was increased to a franchise fee factor of 0.002867 (the "Current Factor"), multiplied by each kilowatt hour of electricity delivered by Oncor to each retail customer whose consuming facility's point of delivery is located within the City's municipal boundaries on a quarterly basis.

However, consistent with the 2006 agreement, should the Public Utility Commission of Texas (PUC) at any time disallow Oncor's recovery through rates of the higher franchise payments made under the Current Factor as compared to the Base Factor, then the franchise fee factor shall immediately revert to the Base Factor of 0.002730.

B. Oncor shall make quarterly pre-pay payments as follows:

Payment Due Date	Basis Period	Privilege Period (Following Year)
February 28(29)	Nov. 1 – Jan. 31	Dec. 1 – Feb. 28(29)
May 31	Feb. 1 – Apr. 30	Mar. 1 – May 31
August 31	May 1 – Jul. 31	Jun. 1 – Aug. 31
November 30	Aug. 1 – Oct. 31	Sept. 1 – Nov. 30

1. The first quarterly payment hereunder shall be due and payable on or before February 29, 2020, and will cover the basis period of November 1, 2019, through January 31, 2020, and the privilege period of December 1, 2020, through February 28, 2021. If this Franchise Agreement is not effective prior to the first quarterly payment date, Oncor will pay any payments due within 30 days of the effective date of this agreement. The final payment under this Franchise Agreement is due on or before November 30, 2039, and covers the basis period of August 1, 2039, through October 31, 2039,

and the privilege period of September 1, 2040, through November 30, 2040.

2. After the final payment date of November 30, 2039, Oncor may continue to make additional quarterly payments in accordance with the above schedule unless the parties enter into a new franchise. City acknowledges that such continued payments will correspond to privilege periods that extend beyond the term of this Franchise Agreement and that such continued payments will be recognized in any subsequent Franchise as full payment for the relevant quarterly periods.

C. Oncor shall additionally pay a sum equal to four percent (4%) of gross revenues received by Oncor from services identified as DD1 through DD24 in Section 6.1.2 “Discretionary Service Charges,” in Oncor’s Tariff for Retail Delivery Service (Tariff), effective 1/1/2002, that are for the account and benefit of an end-use retail electric consumer. Oncor’s obligation to pay on services identified as DD1 through DD24 will continue even if Tariff modifications have been made that have subdivided certain portions of DD1 through DD24 into multiple services with their own numbered charges (e.g. SD charges) or have renumbered the charge, provided that the service is encompassed within the original agreed-to types of Discretionary Service Charges, and further provided that if any service has been removed from Oncor’s approved Tariffs, then no payment is due. Oncor will, upon request by City, provide a cross reference to Discretionary Service Charge numbering changes that are contained in Oncor’s current approved Tariff.

1. The franchise fee amounts based on “Discretionary Service Charges” shall be calculated on an annual calendar year basis, i.e. from January 1 through December 31 of each calendar year.
2. The franchise fee amounts that are due based on “Discretionary Service Charges” shall be paid at least once annually on or before April 30 each year based on the total “Discretionary Service Charges”, as set out in Section 7C, received during the preceding calendar year. The initial Discretionary Service Charge franchise fee amount will be paid on or before April 30, 2020, and will be based on the calendar year January 1 through December 31, 2019. The final Discretionary Service Charge franchise fee amount will be paid on or before April 30, 2041, and will be based on the calendar months of January 1, 2040, through November 30, 2040.
3. Oncor may file a tariff or tariff amendment(s) to provide for the recovery of the franchise fee on Discretionary Service Charges.
4. City agrees: (i) to the extent the City acts as regulatory authority, to adopt and approve that portion of any tariff which provides for 100% recovery of the franchise fee on Discretionary Service Charges; (ii)

in the event the City intervenes in any regulatory proceeding before a federal or state agency in which the recovery of the franchise fees on such Discretionary Service Charges is an issue, the City will take an affirmative position supporting the 100% recovery of such franchise fees by Oncor; and (iii) in the event of an appeal of any such regulatory proceeding in which the City has intervened, the City will take an affirmative position in any such appeals in support of the 100% recovery of such franchise fees by Oncor.

5. City agrees that it will take no action, nor cause any other person or entity to take any action, to prohibit the recovery of such franchise fees by Company.
6. In the event of a regulatory disallowance of the recovery of the franchise fees on the Discretionary Service Charges, Company will not be required to continue payment of such franchise fees.

D. With each payment of compensation required in Section 7.A. and 7.B., Oncor shall furnish to the City a statement that provides the franchise basis period, the total amount of kilowatt hours of electricity delivered during the franchise basis period by Oncor to retail customers whose consuming facility's point of delivery is located within the City's municipal boundaries, and the privilege period covered by that payment.

E. With each payment of compensation required in Section 7.C., Oncor shall furnish to the City a statement reflecting the total amount of gross revenues received by Oncor within the City's municipal boundaries for services identified in its "Tariff of Retail Delivery Service" as described in Section 7.C.

F. Should any payment due date required by this Franchise Agreement fall on a weekend or declared bank holiday, payment shall be delivered to the City no later than the close of business on the working day prior to any specifically required due date contained within this Franchise Agreement.

G. If either party discovers that Oncor has failed to pay the entire or correct amount of compensation due, the correct amount shall be determined by mutual agreement between the City and Company and the City shall be paid by Oncor within thirty (30) calendar days of such determination. Any overpayment by Oncor to the City through error or otherwise will, at the option of the City, either be refunded within thirty (30) days of discovery or be offset against the next payment due from Oncor. Acceptance by either party of any payment due under this Section shall not be deemed to be a waiver by either party of any breach of this Franchise Agreement, nor shall the acceptance by either party of any such payments preclude either party from later establishing that a larger amount was actually due or from collecting any balance due. Nothing in this Section shall be deemed a waiver by either party of its rights under laws, rules, regulations, or equity.

H. Interest on late payments shall be calculated in accordance with the interest rate for customer deposits established by the Public Utility Commission of Texas in accordance with Texas Utilities Code Section 183.003 including any amendments thereto.

I. The franchise fee payable to the City pursuant to Section 7.A., except as agreed to by Oncor and the City in Section 7.G, shall not be offset by any payment by Oncor to the City relating to ad valorem taxes.

J. This subsection applies only if, after the effective date of this Franchise Agreement, Oncor enters into a new municipal Franchise agreement or renews an existing municipal Franchise agreement with another municipality that provides for a different method of calculation of franchise fees for use of the Public Rights-of-Way than the calculation under 33.008(b) of PURA, which, if applied to the City, would result in a greater amount of franchise fees owed to the City than under this Franchise Agreement.

1. City shall have the option to:

(a) Have Oncor select, within 30 days of the City's request, any or all portions of the franchise agreement with the other municipality or comparable provisions that, at Oncor's sole discretion, must be considered in conjunction with the different method of the calculation of franchise fees included in that other Franchise agreement; and

(b) Modify this franchise to include both the different method of calculation of Franchise fee found in the Franchise agreement with the other municipality and all of the other provisions identified by Oncor pursuant to Section 7.J.1.(a). In no event shall City be able to modify the Franchise to include the different method of calculation of Franchise fee found in the Franchise agreement with the other municipality without this Franchise also being modified to include all of the other provisions identified by Oncor pursuant to Section 7.J.1.(a).

2. City may not exercise the option provided in Section 7.J.1 if any of the provisions that would be included in this Franchise are, in Oncor's sole reasonable opinion, inconsistent with or in any manner contrary to any then-current rule, regulation, ordinance, law, Code, or City Charter.

3. In the event of a regulatory disallowance of the increase in Franchise fees paid pursuant to City's exercise of its option under this Section, then at any time after the regulatory authority's entry of an order disallowing recovery of the additional Franchise fee expense in rates, Oncor shall have the right to cancel the modification of the Franchise made pursuant to this Section, and terms of the Franchise shall

immediately revert to those in place prior to City's exercise of its option under this Section.

4. Notwithstanding any other provision of this Franchise Agreement, should the City exercise the option provided in Section 7.J, and then adopt any rule, regulation, ordinance, law, Code, or Charter of City that, in Oncor's sole reasonable opinion, is inconsistent with or in any manner contrary to the provisions included in this Franchise pursuant to Section 7.J., then Oncor shall have the right to cancel all of the modifications to this Franchise Agreement made pursuant to this Section and, effective as of the date of the City's adoption of the inconsistent provision, the terms of the Franchise shall revert to those in place prior to City's exercise of its option under this Section.
5. The provisions of this Section apply only to the amount of the Franchise fee to be paid and do not apply to other Franchise fee payment provisions, such as the timing of such payments. The provisions of this Section do not apply to differences in the Franchise-fee factor that result from the application of the methodology set out in Section 33.008(b) of PURA or any successor methodology.

SECTION 8. ACCEPTANCE & TERM.

This Ordinance and Franchise Agreement shall become effective upon Oncor's written acceptance hereof, said written acceptance to be filed by Oncor with the City within sixty (60) days after final passage and publication by City as required by City Charter. Oncor will pay the reasonable expense for publishing the Caption of this Franchise Ordinance once a week for 4 consecutive weeks in the official newspaper of the City of Plano. The right, privilege and franchise granted hereby shall expire on November 30, 2040; provided that, unless written notice of cancellation is given by either party hereto to the other not less than sixty (60) days before the expiration of this Franchise Agreement, it shall be automatically renewed for an additional period of six (6) months from such expiration date and shall be automatically renewed thereafter for like periods until cancelled by written notice given not less than sixty (60) days before the expiration of any such renewal period. This agreement, however, will terminate no later than 25 years from its effective date.

SECTION 9. ACCOUNTING MATTERS.

A. Maintenance of Records. Oncor shall keep accurate books of account at its principal office for the purpose of determining the amount due to the City under this Franchise Agreement.

B. Audit. Pursuant to Section 33.008(e) of the Texas Utilities Code, the City may conduct an audit or other inquiry in relation to a payment made by Oncor less than two

(2) years before the commencement of such audit or inquiry. The City may, if it sees fit, and upon reasonable notice to Oncor, have the books and records of Oncor examined by a representative of City to ascertain the correctness of the reports agreed to be filed herein.

C. Access to Records. Oncor agrees to cooperate in such audit and shall provide responses to inquiries within thirty (30) calendar days of a written request, unless otherwise agreed to by the City and Oncor. Oncor shall make available to the auditor during Oncor's regular business hours and upon reasonable notice, such personnel and records that the City may, in its reasonable discretion, request in order to complete such audit, and shall make no charge to the City therefore.

D. Refunds/Credits.

1. If as the result of any City audit, Oncor is refunded/credited for an overpayment or pays the City for an underpayment of the Franchise Fee, such refund/credit or payment shall be made pursuant to the terms established in Sections 7.B and 7.C.

A. If, as a result of a subsequent audit, initiated within two years of an audit which resulted in Oncor making a payment to the City due to an underpayment of the Franchise Fee of more than 5%, Oncor makes another payment to the City due to an underpayment of the Franchise Fee of more than 5%, the City may immediately treat this underpayment as an Uncured Event of Default and exercise the remedies provided for in Section 11.C.

E. If Oncor provides confidential or proprietary information to the City, Oncor shall be solely responsible for identifying such information with markings reasonably calculated to bring the City's attention to the proprietary or confidential nature of the information. The City agrees to maintain the confidentiality of any non-public information obtained from Company so designated to the extent allowed by law. When a court or regulatory agency (other than City) order requires the City to release non-public information, City shall provide notice to Oncor prior to releasing the information so as to allow Oncor adequate time to pursue available remedies for protection. If the City receives a request under the Texas Public Information Act that includes Oncor's proprietary information, City will notify the Texas Attorney General of the proprietary nature of the document(s). The City shall also provide Oncor a copy of the official notification in writing, and thereafter Oncor is responsible for establishing that an exception under the Act allows the City to withhold the information. If the Texas Attorney General requires release, the City has no liability to Oncor for such release.

SECTION 10. RIGHT OF RENEGOTIATION.

A. Should either Oncor or the City have cause to believe that a change in circumstances relating to the terms of this franchise may exist, it may request that the

other party provide it with a reasonable amount of information to assist in determining whether a change in circumstances has taken place.

B. Should either party hereto determine that, based on a change in circumstances, it is in the best interest to renegotiate all or some of the provisions of this Franchise Agreement, then the other party agrees to enter into good faith negotiations. Said negotiations shall involve reasonable, diligent, and timely discussions about the pertinent issues and a resolute attempt to settle those issues. The obligation to engage in such negotiations does not obligate either party to agree to an amendment to the Franchise as a result of such negotiations. A failure to agree does not show a lack of good faith. If, as a result of renegotiation, the City and Oncor agree to a change in a provision of this Ordinance, the change shall become effective upon passage of an ordinance by the City in accordance with the City Charter and written acceptance of the amendment by Oncor.

SECTION 11. DEFAULT, REMEDIES, AND TERMINATION.

A. Events of Default. The occurrence, at any time during the term of the Franchise Agreement, of any one or more of the following events, shall constitute an Event of Default by Oncor under this Franchise:

1. The failure of Oncor to pay the payments required in Section 7 on or before the due dates specified herein.
2. Oncor's material breach or material violation of any material terms, covenants, representations or warranties contained herein.

B. Uncured Events of Default.

1. Upon the occurrence of an Event of Default which can be cured by the immediate payment of money to City, Oncor shall have thirty (30) calendar days from receipt of written notice from City of an occurrence of such Event of Default to cure same before City may exercise any of its rights or remedies provided for in Section 11.C.
2. Upon the occurrence of an Event of Default by Oncor which cannot be cured by the immediate payment of money to City, Oncor shall have sixty (60) calendar days (or such additional time as may be agreed to by the City) from receipt of written notice from City of an occurrence of such Event of Default to cure same before City may exercise any of its rights or remedies provided for in Section 11.C.
3. If the Event of Default is not cured within the time period allowed for curing the Event of Default as provided for herein, such Event of Default shall, without additional notice, become an Uncured Event of Default, which shall entitle City to exercise the remedies provided for in Section 11.C.

C. Remedies. The City shall notify Oncor in writing of an alleged Uncured Event of Default as described in Section 11.B, which notice shall specify the alleged failure with reasonable particularity. Oncor shall, within thirty (30) business days after receipt of such notice or such longer period of time as the City may specify in such notice, either cure such alleged failure or in a written response to the City either present facts and arguments in refuting or defending such alleged failure or state that such alleged failure will be cured and set forth the method and time schedule for accomplishing such cure. In the event that such cure is not forthcoming, City shall be entitled to exercise any and all remedies as allowed by law.

D. The rights and remedies of City and Oncor set forth in this Franchise Agreement shall be in addition to, and not in limitation of, any other rights and remedies provided by law or in equity. City and Oncor understand and intend that such remedies shall be cumulative to the maximum extent permitted by law and the exercise by City of any one or more of such remedies shall not preclude the exercise by City, at the same or different times, of any other such remedies for the same failure to cure. However, notwithstanding this Section or any other provision of this Franchise, City shall not recover both liquidated damages and actual damages for the same violation, breach, or noncompliance, either under this Section or under any other provision of this Franchise.

E. Termination. In accordance with the provisions of Section 11.C, this Franchise may be terminated upon thirty (30) business day's prior written notice to Oncor by City. City shall notify Oncor in writing at least fifteen (15) business days in advance of the City Council meeting at which the question of forfeiture or termination shall be considered, and Oncor shall have the right to appear before the City Council in person or by counsel and raise any objections or defenses Oncor may have that are relevant to the proposed forfeiture or termination. The final decision of the City Council may be appealed to any court or regulatory authority having jurisdiction. Upon timely appeal by Oncor of the City Council's decision terminating the Franchise, the effective date of such termination shall be either when such appeal is withdrawn or an order upholding the termination becomes final and unappealable. Until the termination becomes effective the provisions of this Franchise shall remain in effect for all purposes. The City recognizes Oncor's right and obligation to provide service in accordance with the Certificate of Convenience and Necessity authorized by the Public Utility Commission of Texas in accordance with the Texas Utilities Code.

SECTION 12. ASSIGNMENT. The rights granted by this Franchise Agreement inure to the benefit of the Oncor and any parent, subsidiary, affiliate or successor entity now or hereafter existing. The rights shall not be assignable without the express written consent, by Ordinance, of the City Council of the City, unless otherwise superseded by state laws, rules, or regulations or Public Utility Commission of Texas action, and such consent by City shall not be unreasonably withheld or delayed, except Oncor may assign its rights under this Franchise Agreement to a parent, subsidiary, affiliate or successor entity without consent, so long as such parent, subsidiary, affiliate or successor entity assumes all obligations of Oncor hereunder, and is bound to the same extent as Oncor

hereunder. Oncor shall give the City written notice within ninety (90) days of any such assignment to a parent, subsidiary, affiliate or successor entity.

SECTION 13. SUPERSEDEDENCE. This Ordinance shall supersede any and all other Franchises granted by the City to Oncor, its predecessors and assigns.

SECTION 14. SEVERABILITY CLAUSE. The sections, paragraphs, sentences, clauses and phrases of this Ordinance are severable. If any portion of this Ordinance is declared illegal or unconstitutional by the valid final non-appealable judgment or decree of any court of competent jurisdiction, such illegality or unconstitutionality shall not affect the legality and enforceability of any of the remaining portions of this Ordinance.

SECTION 15. NOTICE. Any notices required or desired to be given from one party to the other party to this Ordinance shall be in writing and shall be given and shall be deemed to have been served and received if: (i) delivered in person to the address set forth below; (ii) deposited in an official depository under the regular care and custody of the United States Postal Service located within the confines of the United States of America and sent by certified mail, return receipt requested, and addressed to such party at the address hereinafter specified; or (iii) delivered to such party by courier receipted delivery. Either party may designate another address within the confines of the continental United States of America for notice, but until written notice of such change is actually received by the other party, the last address of such party designated for notice shall remain such party's address for notice.

CITY

City Manager
City of Plano
1520 Avenue K
Plano, TX 75074

ONCOR

Regulatory Affairs
Oncor Electric Delivery Company LLC
1616 Woodall Rodgers Fwy., 6th Floor
Dallas, TX 75202-1234

Upon request, Oncor shall provide the City with current contact information for the City's use in forwarding customer inquiries and complaints to Oncor.

SECTION 16. SAVINGS CLAUSE. The repeal of any Ordinance or part of Ordinances effectuated by the enactment of this Ordinance shall not be construed as abandoning any action, claims or penalties under any such prior Ordinance by either party, subject to applicable statute of limitations.

SECTION 17. PUBLIC HEARINGS. It is hereby officially found that the meeting at which this Ordinance is passed is open to the public and that due notice of this meeting was posted by City, all as required by law.

SECTION 18. GOVERNING LAW AND VENUE. This Franchise Ordinance shall be construed and governed by the laws of the State of Texas. City and Company agree that any lawsuit between the City and Oncor concerning this Ordinance will be filed in the state of Texas.

DULY PASSED AND APPROVED ON THE FIRST READING on this the 9th day of December, 2019.

Harry LaRosiliere, MAYOR

ATTEST:

Lisa C. Henderson, CITY SECRETARY

APPROVED AS TO FORM:

Paige Mims, CITY ATTORNEY

DULY PASSED AND APPROVED ON THE SECOND READING (which date is at least 30 days from the first reading) on this the 13th day of January, 2020.

Harry LaRosiliere, MAYOR

ATTEST:

Lisa C. Henderson, CITY SECRETARY

APPROVED AS TO FORM:

Paige Mims, CITY ATTORNEY